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Registrar L/6 7(2)
District Sub Registrar II
24 Pgs (N) Barasat

24 APR 2019



DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this 24th day of April 2019 (TWO THOUSAND NINETEEN)

BETWEEN

Sachinjit Bose
Advocate

(1) SMT. DIPA GHOSH, Wife of Late Manik Ghosh, having PAN No. AVYPG5710A, by Occupation: Homemaker, (2) SRI SANDIP GHOSH, S/o Late Manik Ghosh, having PAN No. ANZPG6902D, by Occupation: Business, (3) SUSMITA GHOSH, D/o Late Manik Ghosh, having PAN No. BHNPG0733N, by Occupation: Self-employed, (4) SMT. MAYA GHOSH, W/o Late Pradip Ghosh, having PAN No. BKPPG7614C, by Occupation: Homemaker, (5) SRI PRANAB GHOSH, S/o Late Pradip Ghosh, having PAN No. AHOPG3096P, by Occupation: Business, (6) SRI PRATAP KUMAR GHOSH, S/o Late Ashutosh Ghosh, having PAN No. AVTPG0645F, by Occupation: Business, (7) SRI JOYDEB GHOSH, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. BPWPG5054A, by Occupation: Business, (8) SRI BASUDEB GHOSH, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. AZEPG9268K, by Occupation: Business, (9) SRI SWAPAN GHOSH, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. BPWPG5055B, by Occupation: Business, (10) SRI TAPAN KUMAR GHOSH, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. AGLPG8617N, by Occupation: Business, Sl. No. 1 to 10 are residing at 514, Krishnapur Co-operative Colony, Dum Dum Park, P.O. Bangur Avenue, P.S. Lake Town, Kolkata - 700055, District - North 24 Parganas (11) SMT. MALATI GHOSH, Wife of Sri Panchanan Ghosh, D/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. ANKPG1427G, by Occupation: Homemaker, residing at 153, B.T. Road, Mallick Colony, P.O. and P.S. Baranagar, Kolkata - 700036, District - North 24 Parganas, (12) SMT. MINATI GHOSH, Wife of Sri Ajit Kumar Ghosh, D/o

Sudhjit Bose
Advocate

Late Ashutosh Ghosh, having PAN No. AZOPG3720E, by Occupation: Homemaker, residing at Uttar Dum Dum, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028,&(13)M/S CHIRANJEEVI HOMES PRIVATE LTD., a Private Ltd. Company, incorporated under the Indian Companies Act,having PAN No.: AAGCC9399D, having its registered office address at 39/40, Krishnapur Co-Operative Colony, Dum Dum Park, Lake Town, Kolkata - 700055, Police Station Lake Town, represented by its DirectorSRI JAYDEEP CHATTERJEE, S/o Sri Samir Kumar Chatterjee, having PAN No: AEUPC9430L, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 563, Dum Dum Park, Kolkata - 700055, Police Station - Lake Town, District - North 24 Parganas all the Landowners are by Faith: Hindu, by Nationality: Indian, herein after called and referred to as the 'OWNERS'(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors administrators, legal representatives and assigns) of the ONE PART.

AND

M/S CHIRANJEEVI HOMES PRIVATE LTD., a Private Ltd. Company, incorporated under the Indian Companies Act,having PAN No.: AAGCC9399D, having its registered office address at 39/40, Krishnapur Co-Operative Colony, Dum Dum Park, Lake Town, Kolkata - 700055, Police Station Lake Town, represented by its DirectorSRI JAYDEEP CHATTERJEE, S/o Sri Samir Kumar Chatterjee, having PAN No: AEUPC9430L, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 563, Dum

Sukhjit Bora
Ahwal

Dum Park, Kolkata - 700055, Police Station - Lake Town, District - North 24 Parganas, herein after referred to as the 'DEVELOPER' (Which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, in office, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the Krishnapur Refugee Co-Operative Colony Ltd. a registered Co-Operative Society having registration number 69/24 for the year 1949 having its registered Office at Dum Dum Park, Kolkata - 700055, P.S. Dum Dum at present Lake Town, District - 24 Parganas at present North 24 Parganas was the owner of the lands measuring 85.33 acres be the same a little more or less, i.e. 85.33 acres be the same a little more or less i.e. 85 acres and 33 decimals of lands lying and situated under Mouza: Krishnapur at present Shyamnagar, J.L. No.17, comprised under C.S. and R.S. Dag Numbers 2323, 2324, 2326, 2327, 2330 to 2333, 2343 to 2373, 2376 to 2393, 2395 to 2404, 2413 to 2417, 2425 to 2432, 2440, 2442 to 2491 and 2555 to 2558, A.D.S.R.O. Cossipore Dum Dum at present A.D.S.R.O. Bidhan Nagar (Salt Lake City), within P.S. Dum Dum at present Lake Town by virtue of a Registered Deed of Conveyance dated 27.11.1975 as executed and Registered by the Government of the State of West Bengal, registered on 28.11.1975 before S.R.O. Cossipore Dum Dum, registered in Book No. I, Volume No. 175, Pages from 193 to 200, being Deed No. 9811 for the year 1975 in pursuant to an Agreement for Sale dated 21.12.1951 for the purpose of allotting the same by dividing the same into various small plots to be distributed to its members being the displaced landless refugees coming from erstwhile East Pakistan now Bangladesh.

Sudhakar Bose
Advocate

AND WHEREAS the deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh being the two full blooded brothers being the landless refugees applied for a Plot of land and on such application, the said Krishnapur Refugee Co-Operative Colony Ltd. allotted a plot of land being Plot No. 514, Dum Dum Park, measuring an area of 7 Cottahs and 4 Chittaks more or less under Mouza: Krishnapur at present Shyam Nagar, J.L. No. 17, under part of C.S. and R.S. Dag No. 2368 and delivered possession to the said deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh. But prior to execution and Registration of the proper Deed of Conveyance, the said Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh both died leaving behind their respective legal heirs and successors.

AND WHEREAS Ashutosh Ghosh died intestate leaving behind widow Subashini Ghosh and four sons Ranjit Kumar Ghosh, Manik Lal Ghosh, Pradip Kumar Ghosh and Pratap Kumar Ghosh and one married daughter Smt. Minati Ghosh, W/o Ajit Kumar Ghosh as his only legal heirs and successors.

AND WHEREAS Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh died intestate leaving behind widow Latika Rani Ghosh and four sons Joydeb Ghosh, Basudeb Ghosh, Swapan Kumar Ghosh and Tapan Kumar Ghosh and one married daughter Malati Ghosh, W/o Panchanan Ghosh as his only legal heirs.

Sudhoyit Bose
Advocate

AND WHEREAS thus from the said two wings i.e. the legal heirs and successors of Late Ashutosh Ghosh and Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh jointly got such allotment of the said 7 Cottahs 4 Chittaks of lands being numbered as Plot No. 514, Dum Dum Park, Kolkata - 700055 and subsequently the said Krishnapur Refugee Co-operative Colony Ltd. executed and Registered a Deed of Bengali Kobala in favour of the aforesaid legal heirs and successors of the deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh on 06.05.1989 which was registered before the A.D.S.R.O. Bidhan Nagar (Salt Lake City) registered in Book No. I, Volume No. 78, Pages from 113 to 122 being No. 3668 for the year 1989 and such persons obtained possession thereof, pursuant to the possession of their respective predecessor-in-interest and are residing therein on raising construction of two separate residential units i.e. one by the legal heirs of Ashutosh Ghosh and another by the legal heirs of Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh having mutated their names in the official records of the South Dum Dum Municipality in respect of Municipal Holding no. 809, Dum Dum Park, under Ward No. 28.

AND WHEREAS subsequent thereto the widows of both Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh died subsequently and as such their respective $1/12^{\text{th}}$ Share devolved upon their surviving sons and daughters by virtue of which each of the sons and daughters of the deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh are having undivided $1/10^{\text{th}}$ Share

Sudhakar Bose
Kolkata

over the lands measuring 7 Cottahs 4 Chittaks more or less along with undivided share of 320 Sq.ft. in the old building standing thereupon.

AND WHEREAS subsequently one of the son of Ashutosh Ghosh (since deceased) namely Ranjit Kumar Ghosh while was in possession of his undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less, together with the undivided 1/10th Share over the building measuring 320 Sq.ft. more or less, he died intestate on 13.11.2004 leaving behind widow Anjana Ghosh, two sons Surajit Ghosh and Avijit Ghosh and one married daughter TapatiBanik, W/o Sri AjoyBanik respectively as his only legal heirs and successors who inherited jointly the undivided 1/10th Share of the said deceased Ranjit Kumar Ghosh in respect of the lands measuring 7 Cottahs and 4 Chittaks more or less, together with structure measuring 320 Sq.ft. more or less i.e. in total 522 Sq.ft. more or less of lands or equivalent to 11 Chittaks 27 Sq.ft. more or less with building measuring 320 Sq.ft. more or less to which they have got every right to cause transfer by way of sale, gift, lease, exchange, mortgage etc.

AND WHEREAS subsequently one of the son of Ashutosh Ghosh (since deceased) namely ManikLal Ghosh @ Manik Ghosh while was in possession of his undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less, together with the undivided 1/10th Share over the building measuring 320 Sq.ft. more or less, he died intestate on 04.09.2017 leaving behind widow, one son and one daughter respectively (being the Landowners 1 to 3) as his only legal heirs and successors who inherited jointly the undivided 1/10th Share

Sankhjit Bose
Advocate

of the said deceased ManikLal Ghosh @ Manik Ghosh in respect of the lands measuring 7 Cottahs and 4 Chittaks more or less, together with structure measuring 320 Sq.ft. more or less i.e. in total 522 Sq.ft. more or less of lands or equivalent to 11 Chittaks 27 Sq.ft. more or less with building measuring 320 Sq.ft. more or less to which they have got every right to cause transfer by way of sale, gift, lease, exchange, mortgage etc.

AND WHEREAS subsequently one of the son of Ashutosh Ghosh (since deceased) namely Pradip Ghosh while was in possession of his undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less, together with the undivided 1/10th Share over the building measuring 320 Sq.ft. more or less, he died intestate on 07.01.2019 leaving behind widow and only son respectively (being the Landowners 4 & 5) as his only legal heirs and successors who inherited jointly the undivided 1/10th Share of the said deceased Pradip Ghosh in respect of the lands measuring 7 Cottahs and 4 Chittaks more or less, together with structure measuring 320 Sq.ft. more or less i.e. in total 522 Sq.ft. more or less of lands or equivalent to 11 Chittaks 27 Sq.ft. more or less with building measuring 320 Sq.ft. more or less to which they have got every right to cause transfer by way of sale, gift, lease, exchange, mortgage etc.

AND WHEREAS subsequently the legal heirs and successors of the deceased Ranjit Kumar Ghosh proposed to transfer their undivided 1/10th Share over the lands and building as referred to above i.e. measuring 11 Chittaks 27 Sq.ft. more or less or equivalent to 522 Sq.ft. more or less with building measuring 320 Sq.ft. more or less, and the present Landowner No.13 namely "M/S

Subhojit Bose
Abstract

Chiranjeevi Homes Pvt. Ltd." having agreed to purchase the said undivided 1/10th Share of the deceased Ranjit Kumar Ghosh from his aforesaid legal heirs and successors, the said Anjana Ghosh, Surajit Ghosh, Avijit Ghosh and TapatiBanik, being the legal heirs and successors of the deceased Ranjit Kumar Ghosh transferred their joint undivided 1/10th Share over the land and building as referred to above in favour of the present Landowner No.13 by executing and registering a Deed of Conveyance on 17.04.2019, registered before the Office of the D.S.R.-II, North 24 Parganas at Barasat, being Deed No. ¹⁵⁰²⁰¹¹⁷⁸ for the year 2019, and delivered peaceful and vacant possession unto and in favour of the present Landowner No.13.

Sandip Banerjee

AND WHEREAS by virtue of such aforesaid inheritance and transfer, the present Landowners No.1 to 13 became the joint owners of the entire Land measuring an area of 7 Cottahs 4 Chittaks be the same a little more or less, together with standing two storied building thereupon each floor of which is measuring more or less 1600 Sq.ft. i.e. in total 3200 Sq.ft. of standing structure thereupon being numbered as Plot No.514, Dum Dum Park, Kolkata - 700055 and being in such joint possession, the present Landowners having duly applied to get their names mutated before the office of the South Dum Dum Municipality in respect of present Municipal Holding No. 809, Dum Dum Park and they are regularly paying the Taxes before the South Dum Dum Municipality.

AND WHEREAS the present Land Owners, being desirous of developing their land because of the building in which the present Owners are residing is very

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old and dilapidated, requiring thorough repair and maintenance involving heavy financial load for which the present land owners after giving a thought, have come to a conclusion to give such lands and buildings belonging to them, to one reputed Developer who would construct a multistoried building over the same and in course of search, the Land Owners were contacted by the present Developer, who proposed to undergo the construction of the multistoried building over the lands and building of the land owners, after demolishing the existing building, which are more fully described in the Schedule below and after holding of mutual amicable talks of negotiations, the land owners accepted the proposal of the Developer herein and have agreed to appoint the Developer herein to develop the Schedule below lands upon demolishing the existing old building on certain agreed terms, conditions and stipulations which was agreed by the Developer herein and to derive such agreed settled terms, conditions, stipulation into writings to avoid future misunderstandings and miscommunications, the Land Owners of the First Part and the Developer of the Other Part are executing this Development Agreement.

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

Unless in this presents it is repugnant to or inconsistent the following words and/or expression shall mean as herein after mentioned:-

- a) **OWNERS** shall mean the above Owners/Landlords and their heirs, executors, administrator, legal representatives and assigns.

Sankhjit Kora
Advocate

- b) **DEVELOPER** shall mean the above named developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- c) **THE PROPERTY** shall mean the above mentioned lands measuring 7 Cottahs 4 Chittaks more or less, e together with a Two Storied Dilapidated Building standing thereupon, measuring a total area of 3200Sq.ft. more or less, each floor of which is consisting of 1600 Sq.ft. more or less comprised in C.S. & R.S. Dag No. 2368, of Mouza: previously Krishnapur at present Shyamnagar, J.L. No. 17, within P.S. previously Dum Dum at present Lake Town, within the local limits of the South Dum Dum Municipality, S.R.O. Cossipore Dum Dum at present A.D.S.R.O. Bidhan Nagar Salt Lake City, in the District of North 24 Parganas, Municipal Holding No. 809 & 810, Dum Dum Park at present Holding No. 809, being known and numbered as Premises No. 514, Dum Dum Park,, Kolkata - 700055, previously under Ward No. 21 at present under Ward No.28, of South Dum Dum Municipality more fully and particularly described in the schedule of property hereunder written.
- d) **THE BUILDING** shall mean the Multi Storied building to be constructed on the said property in accordance with the building plan, to be sanctioned by the authority of the South Dum Dum Municipality at the cost of the Developer. It will further include such additional Floor if the Developer gets sanction of the same, in future from the Office of the South Dum Dum Municipality.
- e) **THE UNIT** shall mean the partly or wholly constructed flat/apartment shop room in the building (which is agreed to be proportionate share in common portion (including both the Landowners portion and the Developer's Portion) of the said property and structure whatsoever as the case may be.

- f) **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the premises held by the Owner/Landlord.
- g) **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers and also for the Owner i.e. more fully to mean the side clearing spaces, back spaces, stair case, roof, lift etc.
- h) **THE ARCHITECT** shall mean such Architect or Architects appointed by the Developer, Architect for the building or such other Architect or Architects or the building as may be appointed by the Developer cost of which will be borne by the Developer.
- i) **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlord portions.
- j) **OWNER'S ALLOCATION** as a consideration of the said property the Owners shall get fully finished self-contained flats details of which are mentioned herein below as follows:-
- i. One Flat on the Third Floor South-East side measuring a built up area of 661 Sq.ft. more or less.
 - ii. One Flat on the Fourth Floor South-East side measuring a built up area of 640 Sq.ft. more or less.
 - iii. One Flat on the First Floor South-East side measuring a built up area of 777 Sq.ft. more or less.
 - iv. One Flat on the First Floor South-West side measuring a built up area of 767 Sq.ft. more or less.

Sankhjit Bora
Advocate

- v. One Flat on the Third Floor South-West side measuring a built up area of 906 Sq.ft. more or less.
- vi. One Flat on the Third Floor North-West side measuring a built up area of 604 Sq.ft. more or less.
- vii. One Flat on the Second Floor North-East side measuring a built up area of 478 Sq.ft. more or less.
- viii. One Flat on the Second Floor South-West side measuring a built up area of 472 Sq.ft. more or less.
- ix. One Flat on the First Floor North-West side measuring a built up area of 605 Sq.ft. more or less.
- x. One Flat on the Third Floor North-East side measuring a built up area of 744 Sq.ft. more or less.
- xi. One Flat on the Fourth Floor West side measuring a built up area of 501 Sq.ft. more or less.
- xii. One Flat on the Fourth Floor South-West side measuring a built up area of 604 Sq.ft. more or less.

The above allocations are meant herein for the Landowners No.1 to 12 and the Landowner No.13 being the Developer of the Other Part will not take any allocations by way of Flat or any other space from the Landowners Allocation and all its allocations will be devolved within the Developer's Allocation of the Other Part. It is further submitted by the Landowners in Sl. Nos.1 to 12 that they will take the above allocations at present jointly owing to the jointness of the property over which the proposed multistoried building is going to be constructed. For further specifications of each individual Landowners in Sl. No. 1 to 12 the said Landowners will subsequently execute a Deed of Allocation amongst themselves marking their respective Flats. It is further submitted by the Landowners that in course of construction if any Landowners in Sl. Nos. 1 to 12 are desirous of purchasing additional areas in respect of their respective allocations in that event they will directly purchase the same from the present Developer, at the prevailing market rate to be specified in

Sankhjit Bose
Advocate

the Allocation Agreement so subsequently to be executed amongst the Landowners and the Developer herein.

Furthermore the Developer will provide the shifting charges, i.e. the entire rents of such temporary accommodation to the Landowners in Sl. Nos. 1 to 12 during the period of such construction till the date of its completion, costs of which shall be provided by the Developer and such alternative accommodation shall be provided in the nearby locality of the present residential address of the Owners in Sl. Nos. 1 to 12.

Furthermore the Owners in Sl. Nos. 1 to 12 shall be entitled to a nonrefundable amount of Rs.2,00,000/- each as per the their respective 1/10th Share over the lands, to be payable by the Developer to the Owners only at the time when the Developer will get the Building Plan sanctioned from the South Dum Dum Municipality in respect of the 5th Floor of such proposed construction. It is further mentioned here that the Land Owners have not received any money from the Developer either before or at the time of Execution of this Development Agreement.

- k) **DEVELOPER'S SHARE** shall mean rest of the Built Up area on sanctioned Plan i.e. all the constructed area except Owner's allocation as stated above with reference to the consideration clause of this agreement and the Developer is entitled to appropriate the sale proceeds in respect of Developer's allocation. Furthermore the Developer shall be entitled to demolish the existing structure standing over the Schedule below property through its appointed contractor and the Developer shall be entitled to receive the amounts from such contractor regarding such demolition work and also as sale proceed of such demolished Building Materials.

Sudhjit Bose
Architect

- l) **TRANSFEROR** with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser on receipt of consideration.
- m) **TRANSFeree** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- n) **THE WORD** importing singular shall include plural and vice versa.
- o) **SANCTIONED PLAN** shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE - II COMMENCEMENT

2.1 This agreement shall be deemed to have commenced on and from the date of sanction of Building Plan.

ARTICLE - III OWNERS' RIGHT AND REPRESENTATIONS

3.1 That excepting the owners nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.

3.2 The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.

3.3 The Land property is free from all encumbrances, charges liens, lispendences, attachment, trusts whatsoever or howsoever.

3.4 There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act, 1976 and the Developer is fully satisfied with the marketable title of the Owners.

Sankarjit Das
Advocate

3.5 That the total area of the land comprise in the said property is 7 Cottahs 4 Chittaks be the same a little more or less.

3.6 That the Owners will hand over the vacant and peaceful possession of their lands along with existing Building thereupon in favour of the Developer and will shift to their temporary accommodations, as provided by the Developer, during course of such proposed construction.

3.7 That the Owners further undertakes to execute and register one Development Power of Attorney in favour of the Developer and the land Owners will give the Developer all the powers required for the purpose of making such construction at its own risk and costs and to negotiate for sale and enter into agreement for sale and make Registered Deed, documents for registration whatsoever required for their portion.

ARTICLE - IV DEVELOPER'S RIGHT

4.1 That on the power and by virtue of this agreement the Developer/OTHER PART is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan.

4.2 That the OTHER PART/Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the South Dum Dum Municipality and entire cost shall be borne by the OTHER PART/Developer alone.

4.3 The Developer/OTHER PART shall be entitled to appoint its own labor, masons, building contractor, Engineer, Architect as necessary, arising out of the new construction, but in doing so all expenses with regard to such appointed persons shall be borne by the OTHER PART/Developer and all the risk and liability together with all responsibility shall remain with Developer/OTHER PART and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place

at the time or after construction completed and handover to the prospective purchaser.

4.4 The **Developer/OTHER PART** for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its own allocated portions as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser/purchasers together with all advance thereof, but at all material times the **Owners** shall not be liable for such advances or earnest money. That the said earnest money accepted by the **OTHER PART/Developer** shall remain charged only with the Developer and the Owners' allocation will remain unaffected and non-charged and purchaser/s shall have no right to interfere with the portion of the Owners' allocation for any misappropriation of any money by the **OTHER PART/Developer** or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owners' allocation.

ARTICLE -V : TIME

5.1 The Developer shall complete the said building within 24 months from the date of obtaining sanction plan and/or handing over the peaceful vacant possession of the said land whichever is later. Time may be extended to 6 months under unavoidable circumstances on mutual discussion. Provided however, that the Developer shall make its entire endeavor to get the **Building Plan** sanctioned, within 5 months from the date of execution of this Agreement with a grace period of **One Month**, given for the same, if the Owners delivers vacant possession of the Schedule below lands and building to the Developer simultaneous to the execution of the Agreement for Development. But if the Owners fails to deliver up the vacant possession unto and in favour of the Developer, simultaneously upon executing this Agreement thereby not allowing the Developer to carry on the soil test and other tests required for the purpose of obtaining the sanction plan, then the time will be calculated from

the day of obtaining of obtaining the vacant possession of the Schedule below lands and buildings.

ARTICLE - VI : DEVELOPER'S RIGHT AND REPRESENTATION:-

6.1 The Developer hereby undertake the responsibility to get the plan sanctioned from the South Dum Dum Municipality and start construction of the building and to complete the whole multistoried building within 24 months from the date of sanctioned plan in accordance with the sanctioned plan with the right of getting the same extended as specified in ARTICLE -V hereinabove and within this time the developer shall give at first the complete possession of the owner's allocation and thereafter the possession be handed over to intending Purchaser/Purchasers.

6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.

6.3 To bear all costs charges and expenses for construction of the building at the said premises.

6.4 To apply and collect the completion Certificate or Occupancy Certificate from the concerned Municipality upon completion of the construction by the Developer and to handover the photocopy of such Certificate to the Land Owners and also to issue Certificate of Possession in favour of the Land Owners.

ARTICLE VII: OWNERS' ALLOCATION

7.1 As a consideration of the said property the Owners shall get fully finished self-contained flats details of which are mentioned herein below as follows:-

Sankarjit Bose
Advocate

- i. One Flat on the Third Floor South-East side measuring a built up area of 661 Sq.ft. more or less.
- ii. One Flat on the Fourth Floor South-East side measuring a built up area of 640 Sq.ft. more or less.
- iii. One Flat on the First Floor South-East side measuring a built up area of 777 Sq.ft. more or less.
- iv. One Flat on the First Floor South-West side measuring a built up area of 767 Sq.ft. more or less.
- v. One Flat on the Third Floor South-West side measuring a built up area of 906 Sq.ft. more or less.
- vi. One Flat on the Third Floor North-West side measuring a built up area of 604 Sq.ft. more or less.
- vii. One Flat on the Second Floor North-East side measuring a built up area of 478 Sq.ft. more or less.
- viii. One Flat on the Second Floor South-West side measuring a built up area of 472 Sq.ft. more or less.
- ix. One Flat on the First Floor North-West side measuring a built up area of 605 Sq.ft. more or less.
- x. One Flat on the Third Floor North-East side measuring a built up area of 744 Sq.ft. more or less.
- xi. One Flat on the Fourth Floor West side measuring a built up area of 501 Sq.ft. more or less.
- xii. One Flat on the Fourth Floor South-West side measuring a built up area of 604 Sq.ft. more or less.

The above allocations are meant herein for the Landowners No.1 to 12 and the Landowner No.13 being the Developer of the Other Part will not take any allocations by way of Flat or any other space from the Landowners Allocation and all its allocations will be devolved within the Developer's Allocation of the Other Part. It is further submitted by the Landowners in Sl. Nos.1 to 12 that they will take the above allocations at present jointly owing to the jointness of the property over which the proposed multistoried building is going

Sukhjit Bora
Advocate

to be constructed. For further specifications of each individual Landowners in Sl. No. 1 to 12 the said Landowners will subsequently execute a Deed of Allocation amongst themselves marking their respective Flats. It is further submitted by the Landowners that in course of construction if any Landowners in Sl. Nos. 1 to 12 are desirous of purchasing additional areas in respect of their respective allocations in that event they will directly purchase the same from the present Developer, at the prevailing market rate to be specified in the Allocation Agreement so subsequently to be executed amongst the Landowners and the Developer herein.

Furthermore the Developer will provide the shifting charges, i.e. the entire rents of such temporary accommodation to the Landowners in Sl. Nos. 1 to 12 during the period of such construction till the date of its completion, costs of which shall be provided by the Developer and such alternative accommodation shall be provided in the nearby locality of the present residential address of the Owners in Sl. Nos.1 to 12.

Furthermore the Owners in Sl. Nos. 1 to 12 shall be entitled to a nonrefundable amount of Rs.2,00,000/- each as per the their respective 1/10th Share over the lands, to be payable by the Developer to the Owners only at the time when the Developer will get the Building Plan sanctioned from the South Dum Dum Municipality in respect of the 5th Floor of such proposed construction. It is further mentioned here that the Land Owners have not received any money from the Developer either before or at the time of Execution of this Development Agreement.

Subhojit Bose
Advocate

ARTICLE VIII : DEVELOPER'S ALLOCATION

8.1 Shall mean rest of the Built Up area on sanctioned Plan i.e. all the constructed area except Owners' allocation as stated above with reference to the consideration clause of this agreement and the Developer is entitled to appropriate the sale proceeds in respect of Developer's allocation. Furthermore the Developer shall be entitled to demolish the existing structure standing over the Schedule below property through its appointed contractor and the Developer shall be entitled to receive the amounts from such contractor regarding such demolition work and also as sale proceed of such demolished Building Materials.

ARTICLE IX : PROCEDURE

9.1 The Owners shall grant to the Developer a Registered Development power of Attorney as may be required, for the purpose of submitting the building plan or obtaining the sanctioned plan, Completion Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser.

9.2 Notwithstanding grant of power of Attorney by the Owners in favour of the Developer and delivery of possession of the said property no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owners.

ARTICLE X : CONSTRUCTION

10.1 The Developer shall be solely and exclusively responsible for construction of the said building.

Sukhjit Bora
Advocate

ARTICLE XI: BUILDING

11.1 The Developer shall at its own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.

11.2 The Developer shall install and erect in the said building at its own costs as per specification and also the drawing providing by the Architect, Pump, Water storage tanks, overhead, reservoir, Electrification, Permanent Electric connection from the CESC/WBSEDCL and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi storied building in the locality in Ownership basis or otherwise.

11.3 The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from The South Dum Dum Municipality without creating any financial or other liabilities on the Owners regarding the construction.

ARTICLE XII: COMMON FACILITIES

12.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of sanction of the building plan till hand over the possession within the stipulated period in favour of the Owners.

12.2 After the completion of the total construction the Developer and the Owners including their respective assignees will bear the cost of common facilities and maintenance charges like costs of lift, if any Durwan, Pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire of and scavenging charges etc.

Sudhakar Bose
Architect

ARTICLE XIII : PROCEEDING

13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend allocations suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE XIV : DEVELOPER INDEMNITY

14.1 The Developer hereby undertake to keep the Owners indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.

14.2 The Developer hereby undertake to keep the Owners indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE XV : OWNERS' OBLIGATION

15.1 The Owners doth hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer provided the terms and conditions, covenants and obligations as stated above are complied with except good building materials.

15.2 The Owners doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation portion in the building at the said premises in favour of the intending buyers of flats/shops/garages in the said building. The Owners further gives undertaking for and on behalf of his

Sankhvit Bala
acharya

agents, servants, representatives for similar act at their own liability and responsibility.

15.3 The Owners doth hereby agrees and covenants with the Developer not to let out grant, lease mortgage and/or part with the possession of the said premises or any portion thereof without the consent in writing of the Developer on and from the date of execution of this agreement.

15.4 This agreement cannot be terminated by the Owners in any manner unless and until all the flats/shops/garages under the Developer's allocation are sold out and the deeds of conveyances in favour of intending purchasers of the Developer's allocation are executed and registered. Provided however that if the Developer fulfills all the terms and conditions of this agreement, The Owners also hereby under takes not to revoke the Registered Development Power of Attorney to be executed in favour of the Developer unless the deed of conveyance in favour of the intending purchaser or purchasers of Developer's allocation are executed and registered, Provided however that the Developer fulfills all the terms and conditions of this agreement.

15.5 The owners doth hereby declare that no part of the said property and/or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the Owners.

15.6 The Owners further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.

15.7 That the Owners herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises/ land or any portion thereof at any time during the subsistence of this agreement.

15.8 That the Owners and/or their solicitors or advocate shall answer the requisition on title required by the Developer or by any of the intending

Sudhanshu Bose
M. Novali

purchaser/s of the Developer's allocation as and when the same would be required. The Owners will handover Photocopies of all documents to the Developer and will also hand over the originals of the same to the Developer as and when required by the Developer.

15.9 The Developer shall pay the required security deposit payable to the South Dum Dum Municipality for sanctioning of the building plan in the name of the Owners. The Developer shall take the refund of the same after the building is completed and the owner shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.

ARTICLE XVI: MISCELLANEOUS

16.1 The Owners and the Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.

16.2 The Owners hereby undertakes to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owners shall execute any additional power of Attorney and/or authorization in favour of the Developer for the purpose and the Owners also undertake to sign and execute all such additional Applications and the documents as the case may be provided in on way infringe any of the right of Owners and/or against the spirit of this Agreement.

16.3 The Developer and Owners shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agreed to abide by the rules and regulations of such management society, Association, Holding Organization and hereby give his/her/their consent to abide by the same.

16.4 The name of the building shall be decided later on by The Land Owners.

Sankhajit Bose
Advocate

16.5 As and from the date of the completion of the building the Developer and/or its transferee and the Owners and/or their transferee and their successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.

16.6 There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.

16.7 All arrear Municipal Taxes and /or any other taxes and/or other taxes before to execution of this Agreement will be paid by the Developer that will recovered from the Owners by Cash.

ARTICLE XVII: FORCE MAJEURE

17.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force majeure and shall be suspended from the obligation during the duration the force majeure.

17.2 Force Majeure shall mean flood, earth - quake, riot war, tempest civil commotion, strike and/or any other acts or commission beyond the reasonable control of the Developer.

ARTICLE XVIII: DISPUTES

18.1 Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively disputes) shall be referred to the Arbitral Tribunal and Finally Dissolved by Arbitration under the Arbitration and Conciliation Act, 1996 as amended till date in this regard the Parties to this Agreement, irrevocable agree that:

*Sushant Beni
Advocate*

18.2 Constitution of Arbitral Tribunal:- The Arbitral Tribunal shall consist of One Arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and the Landowners.

18.3 Place:- The place of Arbitration shall be at Kolkata or in the District of North 24 Parganas only.

18.4 Binding Effect:- The Arbitral Tribunal shall have powers to deal with the Disputes and Differences in its full and shall be entitled to give interim awards/directions, regarding the disputes and shall further be entitled to finally adjudicate the matters in dispute by and between the Parties to this Agreement and shall pass the final award to that effect. The interim or final award of the Arbitrator or the Arbitral Tribunal shall be completely binding upon the Parties to this Agreement and the Parties to This Agreement shall be entitled to execute such final award of the Arbitrator or the Arbitral Tribunal in accordance with Law.

ARTICLE XIX: JURISDICTION

19.1 In connection with the aforesaid Arbitration Clause or Proceeding if any instituted in respect of such Arbitral Clause, the Ld. District Judge, North 24 Parganas at Barasat and the High Court at Kolkata shall have the Jurisdiction to entertain and try all actions and proceedings arising out of such Arbitration Clause or final award of the Arbitrator or the Arbitral Tribunal.

THE SCHEDULE ABOVE REFERED TO

ALL THAT lands measuring 7 Cottahs 4 Chittaks more or less, together with a Two Storied Dilapidated Building standing thereupon, measuring atotal area of 3200Sq.ft. more or lessGround floor of which is measuring 1600 Sq.ft. more or less& First Floor of which is measuring 1600 Sq.ft. more or less, flooring of which are finished by Cement, comprised in C.S. & R.S. Dag No. 2368, of

Sankajit Bose
Advocate

Mouza: previously Krishnapur at present Shyamnagar, J.L. No. 17, within P.S. previously Dum Dum at present Lake Town, within the local limits of the South Dum Dum Municipality, S.R.O. Cossipore Dum Dum at present A.D.S.R.O. Bidhan Nagar Salt Lake City, in the District of North 24 Parganas, Municipal Holding No. 809 & 810, Dum Dum Park at present Holding No. 809, being known and numbered as Premises No. 514, Dum Dum Park,, Kolkata – 700055, P.O. Bangur Avenue, previously under Ward No. 21 at present under Ward No.28, of South Dum Dum Municipality butted and bounded in the manner following:-

On the North	30ft. Wide Dum Dum Park Road
On the South	By Bagzola Canal and embankment of the canal
On the East	Partly by Plot Nos. 515, 517/1, Dum Dum Park
On the West	Plot No. 513, Dum Dum Park

(SPECIFICATIONS OF OWNER'S FLAT)

- A) That the Developer will provide the things as hereunder to the respective Flat:-
- i) All external brick walls will be of 8" inches thick and the partition walls of Kitchen and Bath will be of 3" inches thick' and the walls shall be made by Bricks or Ash Blocks. The RCC foundation will be provided with sufficient pillars as per specification of the Architect or engineer of the Developer, as specified in the sanctioned building plan and branded quality of cement will be used by the Developer with ISI specified TMT bars for casting of roof and pillars.
 - ii) All the Door Frames will be of Sal/Gamari Wood.

Subhajit Bose
Architect

- iii) All the internal Door Shutters will be of flash type and made with Ply and the main Door will be of Gamari/Chap Wood. The doors of the bath rooms will be PVC made of reputed Company.
- iv) All the Windows will be made of Aluminum Channel Sliding with Glass Fittings. The windows will be box type with iron gill fittings in its outside periphery.
- v) The Floors of the Flat will be of Vitrified Tiles of reputed brand and the Floors of the Bath and Kitchen will be of Vitrified Tiles.
- vi) Plumbing fittings will be of I.S.I. Marked materials. All plumbing and sanitary pipes will be made of PVC of Oriplast Company or similar reputed Company.
- vii) All electrical wirings will be concealed and Finolex or similar reputed company Wires will be used. The Switches of Anchor Company will be provided, one A.C. Point in One Bed Room and one Geyser Point in the Bathroom will be provided. One doorbell point will be provided in each individual flat. Bed Room and Dining Room will consist of 5 (Five) Light Points and 2 (Two) Plug Points will be provided in the Bath Room
- viii) Kitchen top will be made of Black Stone with one Steel Sink. From the Kitchen top there will be Glazed tiles fittings up-to the height of 3ft. one exhaust fan point will be provided in the Kitchen. The Kitchen will be furnished with 15 Amp. Induction Point and one 5 Amp. 3 pin Plug Point.
- ix) The Bathroom Walls will be covered with 5ft 6 inches height glazed tiles with skirting having 6" height. The bath rooms will consists of one

western style commode fitting (white colour) with one Basin and Tap and one shower point and other taps for providing supply of water. The sanitary fittings will be provided of Neycer/Parryware/similar reputed company. The concealed water pipes will be PVC made of Oriplast Company or similar Company. The tap fittings will be of reputed Indian Company. The outside plumbing pipes or Sanitary pipes will be all of PVC made of Oriplast Company or similar Company. The bath rooms will contain one medium sized marble platform to keep the bath utensils and one hanger will be provided.

- x) The water supply to constructed building will be provided from the supply of water provided by the office of the South Dum Dum Municipality. The Developer shall cause construction of the underground water reservoir for storage of such water, which will be pumped up to the overhead water tank by motor pump from where the supply to individual flats will be provided. No deep boring will be made by the Developer as per the norms of the South Dum Dum Municipality.
- xi) That the Developer shall also bring in the Electricity Meter in the individual names of the Land Owners in respect of their individual units and also separate Electricity Meter in respect of the individual units of the Developer's Allocation from the CESC Ltd subject to both the Land Owners and the individual Flat owners of the Developer's Allocation will pay such respective charge of installing such electricity meter, as will be fixed by the CESC Ltd. the Developer shall at its own cost shall provide the Electricity meter for the common portions of the building.
- xii) That the Developer will only complete the inside of the flats of each individual unit by Wall Putty over the inside plaster and outside building will be coloured by weather coat of any reputed paint company. The common areas will be sufficiently illuminated.

Sankujit Bose
Architect

- xiii) That save and except the above fixtures and fittings if any individual of any respective flats or units so desires to fit any other material or fittings of his or her choice than the same will be treated as extra works and for the same the said desirous individual will have to pay additional charges to the Developer at the prevailing market price upon consultation with the Developer. If the balconies of the respective flats or units is desired to be fully covered by any person/persons by fittings of iron grill then the same will be charged extra. The Developer will not be liable to provide any iron collapsible gate in the main entrance door of any individual flat or unit of the proposed building save and except the common door of entrance and exit, roof top, and the main gate of entrance and exit. The shops or individual garage will be provided with iron rolling shutter gate.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals on the day, month and year first above written, upon understanding the contents of this Agreement, which has been explained and read over to the Landowners in Bengali by the Ld. Advocate preparing this Agreement as well as the present Developer.

SIGNED, SEALED AND
DELIVERED in the
presence of

WITNESSES

1. *Prasanna Sankar,*
Advocate.
Judges' court (N) 24 pos,
Barasat.

Sudhjit Das
Advocate

2. Chandan Nay.
KOL - 700055.

1. Lipa Ghosh
 2. Sandip Ghosh
 3. Susmita Ghosh.
 4. Maya Ghosh
 5. Pratik Ghosh.
 6. Pratik Kumar Ghosh.
 7. Joydeb Ghosh
 8. Basudeb Ghosh
 9. Swapan Ghosh
 10. Tapam Kumar Ghosh.
 11. Meenati Ghosh
 12. Minati Ghosh.
 13. For CHIRANJEEVI HOMES PRIVATE LIMITED

DIRECTOR
-
- Signatures/LTI of the Owners

Sandip Ghosh
Director

For CHIRANJEEVI HOMES PRIVATE LIMITED

Sandeep Chatterjee

DIRECTOR

Signature of the Developer

-:Drafted By Me:-

Subhajit Bose Advocate

Subhajit Bose

Advocate

(Judges Court Barasat)

Enrl. No. WB-234/2000

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 150201234 for the year 2019.



Digitally signed by AMITAVA DATTA
Date: 2019.04.25 14:09:14 +05:30
Reason: Digital Signing of Deed.

(Amitava Dutta) 25-04-2019 14:08:56
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)