

5513/19

I-5233/2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 322016

Certified that the document is admissible to registration. The Signature Sheet and endorsement Sheets Attached to the document are the part of the document.

Additional District Sub-Registrar
Cossipore, Dum Dum, 24-Pgt. (North)

21 JUN 2019

21/6
11-00 in
5-935901
2K 10th
+ 500 RT shed

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 19th day of June
Two Thousand Nineteen (2019) of the Christian Era at Kolkata.

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumittra Saha
PARTNER

BETWEEN

(1) SRI NANIGOPAL SAHA (PAN: DCQPS5213G), son of Late Hira Lal Saha, by occupation- Business, (2) SRI MONORANJAN SAHA (PAN:EPHPS5833H), son of Late Hira Lal Saha, by occupation- Business, both are by faith- Hindu, by Nationality- Indian, residing at 11A, Anjangarh Colony, P.O.- Ghughudnaga, P.S.- Dum Dum, Kolkata- 700030, Dist- 24 Parganas (North), hereinafter "Jointly" referred to as the "OWNERS" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, survivors, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S. JAGANNATH CONSTRUCTION (PAN:- AAPFJ1540F), a Partnership firm having its registered office at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata - 700 030, Dist- 24 Parganas (North), being its represented by its Partner namely (1) SRI ANANTA BAGUI (PAN:- AHOPB4013D) son of Late Sudin Kumar Bagui, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata - 700 030, Dist- 24 Parganas (North), (2) SMT. SUMITRA SAHA (PAN:- KQXPS8394J) daughter of Sri Bhola Nath Saha, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 11/A, Anjangarh, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata - 700 030, Dist- 24 Parganas (North), hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their / its heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS, after the partition of India in 1947 A.D., a large number of residents of the former East Pakistan (Now Bangladesh) crossed over and came to territory of the state of West Bengal from time to time due to force of circumstances beyond their control and a considerable number of such immigrants were compelled by circumstances to use vacant lands in urban areas surrounding Kolkata for their own homestead purpose.

AND WHEREAS one Makhani Bala Saha, wife of Late Hira Lal Saha Now deceased occupied a piece of or parcel vacant land admeasuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less, lying and situated at Mouza - Kalidaha, Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23, P.S.- Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, (morefully described in Schedule hereunder written) and built a house or hutment, out of their own money, in or over the said land and, such land with house or hutment built thereon was then known as "Kunja Mallick Bag Colony" within the jurisdiction of the South Dum Dum Municipality.

AND WHEREAS, the Government of West Bengal, approached by several such refugees from the said former East Pakistan formulated a scheme for re-settlement and rehabilitation of such refugees on the respective piece of urban vacant land, occupied and used for homestead purposes by each of such displaced persons and, in

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumitra Saha

PARTNER

implementation of such scheme, the State Government of West Bengal acquired lands for distribution amongst such occupiers.

AND WHEREAS, in pursuance of the said scheme, the Deputy Director, Development, Refugee Relief and Rehabilitation Directorate, Government of West Bengal, acting under authority of the Governor of the State of West Bengal, executed on the 28th day of September, 1988 A.D. by dint of a DEED OF GIFT, registered in Book No.1, Volume No. 51, Pages 101 to 104, Being No. 4301 for the year 1988, at the Office of Additional District Registrar Barasat, North 24 Parganas, in favour of the Makhani Bala Saha by way of absolute Gift-gave, granted and transferred unto them all that piece or parcel of land measuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less, lying and situated at Mouza – Kalidaha, Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23, P.S.- Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, to have and to hold the said piece and parcel of land as homestead land or howsoever otherwise the said land, hereditaments and premises being butted and bounded as described therein the said 'Deed of Gift' together with all ways paths, passages, easements, appurtenants, privileges and appendages thereto, to the use of the said Makhani Bala Saha forever with covenants that they may and shall at all times peaceably and quietly possess and enjoy the said land subject to the condition that they will not have the right to double transfer or alienate the said land and without obtaining prior written permission within a period of 10 (ten) years from the date of the said Deed of Gift.

AND WHAREAS the said Makhani Bala Saha died on 29th day of July, 1996 intestate leaving behind her three sons namely Sri Himangshu Saha, Sri Nani Gopal Saha, Sri Monoranjan Saha and Five daughters namely Sefali Saha, Kamala Saha and Anjana Saha, Jaya Saha and Rani Saha as her legal heirs and successors as per Hindu Succession Act- 1956 and said Sri Himangshu Saha, Sri Nani Gopal Saha, Sri Monoranjan Saha, Sefali Saha, Kamala Saha and Anjan Saha, Jaya Saha and Rani Saha became the owners of undivided 1/8th Share each of entire property left by Makhani Bala Saha.

AND WHAREAS the said one son of Makhani Bala Saha namely Himangshu Saha died on 15th day of June, 1979 intestate leaving behind her widow namely Bedana Saha, two sons namely Bablu Saha, Sujan Saha, and three daughter namely Binu Saha, Rina Saha and Biva Mondal as his legal heirs and successors as per Hindu Succession Act- 1956, thereafter Bablu Saha, Sujan Saha, Binu Saha, Rina Saha and Biva Mondal Saha became the owners of undivided 1/48th Share each of entire property morefully and particularly mentioned first schedule mentioned property.

AND WHAREAS the said one daughter of Makhani Bala Saha namely Kamala Saha died on 25th day of May, 2016, intestate leaving behind her two sons namely Sambhu Saha, Bholaram Saha and two daughters namely Alo Rani Saha, Doli Dutta, as her legal heirs and successors as per Hindu Succession Act- 1956, thereafter

For JAGANNATH CONSTRUCTION
Ananta Bagui *Sumitra Saha*
 PARTNER

Sambhu Saha, Bholaram Saha, Alo Rani Saha, Doli Dutta, became the owners of undivided 1/32th Share each, entire property morefully and particularly mentioned first schedule mentioned property.

AND WHAREAS the said one daughter of Makhani Bala Saha namely Rani Saha died on 30th day of March, 1989, intestate leaving behind her three sons namely Nibasis Saha, Debasis Saha, Jhantu Saha and one daughter namely Shila Kar, as her legal heirs and successors as per Hindu Succession Act- 1956, thereafter Nibasis Saha, Debasis Saha, Jhantu Saha, Shila Kar, became the owners of undivided 1/32th Share each, entire property morefully and particularly mentioned first schedule mentioned property.

AND WHEREAS thereafter Bedana Saha, Bablu Saha, Sujan Saha, Binu Saha, Rina, Biva Mondal, Sri Nani Gopal Saha, Sri Monoranjan Saha, Sefali Saha, Sambhu Saha, Bholaram Saha, Alo Rani Saha, Dali Dutta, Anjan Majumder, Jaya Basak, Nibsis Saha, Debasis Saha, Jhantu Saha, Shila Kar, became the owners of the undivided share of land morefully and particularly mentioned in the first schedule herein below.

AND WHEREAS the legal heirs of the this property filled a title suit before Ld. Civil Judge (Senior Division) at sealdha being case No. 22/2002 and thereafter they mutually settle the matter and the will agreed to fill a solenama before the above court for dispose the same.

ANDWHEREAS there after said owner namely Bedana Saha, Bablu Saha, Sujan Saha, Binu Saha, Rina Saha, Biva Mondal, Sefali Saha, Sambhu Saha, Bholaram Saha, Alo Rani Saha, Dali Dutta, Anjan Majumder, Jaya Basak, Nibsis Saha, Debasis Saha, Jhantu Saha, Shila Kar transferred their undivided share in respect of land ALL THAT piece or parcel of land admeasuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less along with Kancha Structure measuring 500 (Five hundred) Sq. ft. more or less, lying and situated at Mouza – Kalidaha, comprise in Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23, Holding No. 24, Kunja Mallick Bag Colony, Kolkata- 700030, within the local limits of South Dum Dum Municipality, ward No. 16, Police Station - Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, by dint of a Deed of Gift in favour of Sri Nani Gopal Saha, Sri Monoranjan Saha, which is morefully particularly described and mentioned in the **FIRST SCHEDULE** hereunder written (hereinafter called as the "SAID PROPERTY"), which was duly registered at office of the A.D.S. R. Cossipore Dum Dum and recorded in book No. 1. Being No. 5230 for the year 2019.

ANDWHEREAS there after Sri Nani Gopal Saha, Sri Monoranjan Saha is became the absolute owner of the property which is morefully particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Developer herein has approached to the Owner with a proposal for construction of a Multi Storied building consisting of flats and garages/Shops on the said land to which the Owner are agreed with such proposal on the terms and conditions appearing hereunder and the owner also agreed to amalgamate their respective property with any other land owner.

For JAGANNATH CONSTRUCTION
Ananta Bagui Sumittra Saha
 PARTNER

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Unless the context otherwise requires, the following words shall have the meaning given besides each of them :

- a. **ADVOCATE** shall mean the Advocate which any person or firm appointed or nominated by the Developer for the supervision of the legal affairs of the premises and building to be constructed thereon hereinafter defined.
- b. **ARCHITECT** shall mean and include any person or firm appointed or nominated by the Developer as Architect for the design, supervision of the construction of the building hereinafter defined.
- c. **THE SAID BUILDING** shall mean and include proposed Multi-storied building consisting of residential flats and garages on the said land according to the plan to be sanctioned by the competent authority and in conformity with the said details of construction specifically written in the Fourth Schedule hereunder subject to the terms and conditions hereinafter stated.
- d. **BUILDING PLAN** shall mean and include the drawings, plans and specification of the said building to be approved by the owners and sanctioned by the South Dum Dum Municipality with any renewal or amendments thereto and or modification thereof made or caused by the Developer after approval of the owners and sanctioned by the competent authority or other authority.
- e. **OWNERS** shall mean and include (1) **SRI NANIGOPAL SAHA (PAN: DCQPS5213G)**, son of Late Hira Lal Saha, by occupation- Business, (2) **SRI MONORANJAN SAHA (PAN:EPHS5833H)**, son of Late Hira Lal Saha, by occupation- Business, both are by faith- Hindu, by Nationality- Indian, residing at 11A, Anjangarh Colony, P.O.- Ghughudnaga, P.S.- Dum Dum, Kolkata- 700030, Dist- 24 Parganas (North), including their heirs, executors, survivors, administrators, legal representatives and assigns to the owners shall be added to the present address of the owners.
- f. **DEVELOPER** shall mean **M/S. JAGANNATH CONSTRUCTION**, a Partnership firm having its registered office at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), being its represented by its Partner namely (1) **SRI ANANTA BAGUI**, son of Late Sudin Kumar Bagui, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), (2) **SMT. SUMITRA SAHA** daughter of Sri Bhola Nath Saha, by occupation- Business, by faith- Hindu, by Nationality- Indian residing at 11/A, Anjangarh, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their / its heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

For JAGANNATH CONSTRUCTION
Ananta Bagui Sumitra Saha
 PARTNER

- g. OWNER'S ALLOCATION shall mean and include the area of the building which is to be allotted to the owners in accordance with the terms and conditions of these presents along with the common facilities and amenities attributable to the constructed area allotted to owners, specifically and particularly set out in the Second Schedule hereunder written.
- h. DEVELOPER'S ALLOCATION shall mean and include the balance / remaining portions of the constructed area in the building to be constructed on the said land after allocation made to the owners, including proportionate share of land and the common facilities and amenities attributable to the constructed area which are to remain with the Developer, specifically and particularly set out in the Third Schedule hereunder written.
- i. PREMISES (OR THE SAID PROPERTY) shall mean and include ALL THAT piece or parcel of land admeasuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less along with Kancha Structure measuring 500 (Five hundred) Sq. ft. more or less, lying and situated at Mouza – Kalidaha, comprise in Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23, Holding No. 24, Kunja Mallick Bag Colony, Kolkata- 700030, within the local limits of South Dum Dum Municipality, ward No. 16, Police Station - Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, which is specifically and particularly mentioned and described in the First Schedule written hereunder.
- j. SALEABLE SPACE shall mean and include the space in the building available for independent use and occupation after making due provisions for common facilities and the space required there for.
- k. MUNICIPALITY shall mean the South Dum Dum Municipality and shall also include other concerned authorities which may recommend, comment upon, approve and / or sanction plan.
- l. LAND shall mean and include and morefully and particularly mentioned in the first schedule hereinbelow.
- m. TRANSFER shall mean and include with its grammatical variations shall include transfer by profession and by any other means adopted for effecting what is understood as a transfer of space in the proposed Multi storied to the intending purchaser and / or purchasers thereof although the same may not amount to a transfer in law.
- n. TRANSFeree shall mean and include a person, firm, limited company, association of persons to whom any space in the building is to be transferred.

For JAGANNATH CONSTRUCTION
Ananta Rajee Sumittra Saha
 PARTNER

2. THE OWNERS HEREIN HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:-

1. That the owners are the sole and absolute owners of the said property described in the **FIRST SCHEDULE** hereto and such property is free from all encumbrances whatsoever.
2. The entirety of the premises is in the khas possession of the Owners and no other person or persons other than the Owners have the valid title and interest, occupancy, easement or otherwise on the premises or any part thereof.
3. That there are no suits and of proceedings and or litigation pending in respect of the said property or any part thereof.
4. No person or persons other than the Owners have any right, title and interest of any nature whatsoever, in the said property or any part thereof.
5. The right, title and interest of the owners in the said property is fully free from all sorts of encumbrances whatsoever and the owners herein has good and marketable title thereto.
6. No part of the said property has been or is liable to be acquired under the Urban Land (Ceiling and Regulations) Act 1976, and / or under any other law and no proceedings are pending in respect thereof.
7. The said property or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and / or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owners herein.
8. Neither the said property nor any part thereof has not been attached and / or is liable to be attached by any decree or order of any court of law or due to income Tax, Revenue or any other Public Demand whatsoever.
9. The owners herein has not yet any way dealt with the said property whereby the right title and interest of the owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
10. There are no wakfs, tombs, mosque, burial grounds and / or any charge or encumbrances relating to or on the said property or any part thereof.
11. The owners herein shall have no difficulty in obtaining Income Tax Certificate and / or any permission for the completion of the transfer of the Developer's allocated portions to the Developer and / or its nominee and / or otherwise in fulfilling their other obligations hereunder written.
12. The owners herein is fully and sufficiently entitled to enter into this Agreement.

For JAGANNATH CONSTRUCTION
Ananta Bagui Sumittra Saha
PARTNER

3. The Owners herein has agreed to appoint the Developer in respect of the said property and the Developer, relying upon the representation of the owners, has agreed to develop the said property to complete the project, pay the monies and to the works as and on the terms and conditions mentioned hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AND DECLARED IN THE PRESENCE OF THE FOLLOWING WITNESSES:-

1. The owners herein have appointed the Developer as the Developer of the said property to construct a multi storied building with residential flats and garages and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The owners grants exclusive rights to the Developer to undertake construction on the said property in accordance with the plan to be sanctioned by the South Dum Dum Municipality.
3. The owners grants exclusive rights to the Developer to enter into agreements with prospective buyers / customers and cause sale of / transfer / convey the residential units / flats and garages to different parties by the Developer except the owner's allocation and the owners shall also grant to the Developer a Registered Development Power of Attorney as may be required for the purpose of all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the South Dum Dum Municipality.
4. The Development of the premises will be in the following manner:
 - a) The Owners shall deliver vacant, khas and peaceful possession of the premises or the said property to the Developer and the Developer shall arrange one self contained Flat consisting of three bed rooms for the owners for temporary accommodation / rent during the period of construction of the new building. For this purpose, the Developer shall pay Rs.18,000/- (Eighteen Thousand) only towards such rent / temporary accommodation of the owners from the day the owners hands over vacant possession of the said property to the Developer, till the time the Developer hands over possession of the owner's allocation to the owners.
 - b) Simultaneously with the execution hereof, the owners herein shall handover to the Developer and / or its Advocate, the photocopies of all deeds and documents in respect of the said property. If the original papers, deeds and documents are required by the Developer at any time, the owners shall produce the original deeds and documents to the concerned authority for inspection as and when necessary. After completion of the building in all respects, the owners shall produce the said original documents to the association which will be formed by all the flat owners including the owners.

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumittra Saha

PARTNER

- c) At any time the Developer shall enter upon the said premises / the said property and do all works for the construction of the building thereon at its cost, expenses and supervision.
 - d) The Developer shall hold and remain in possession of the premises / said property and it shall always be deemed that the Developer is in possession of the entirety of the premises in part performance of this Agreement during the subsistence hereof.
 - e) The said building shall be for residential cum commercial purpose or such other purpose as may be mutually decided by the parties hereto.
5. In case the Developer fails to deliver possession of the entirety of the owner's allocated area to the owners within the period of **24 (Twenty four)** months from the date of sanction of plan by the competent authority, the Developer shall be granted an extension of a maximum period of 6(six) months.
6. The Developer shall be entitled to occupy and to use the entirety of the premises **SUBJECT TO** the terms of this Agreement for the duration of the proposed project. The Developer shall be entitled to use the premises for setting up a temporary site office and / or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the project and post its watch and ward staff.

IN CONNECTION WITH THE AFORESAID, IT IS AGREED AND CLARIFIED AS FOLLOWS:

- a) The Developer shall cause such changes to be made in the plans as the Architect may approve and / or as shall be required by the concerned authorities, from time to time PROVIDED HOWEVER no such changes shall be made without the approval of the owners herein after the Plan is being sanctioned by the concerned authorities.
- b) In case it be required to pay any outstanding dues to the Municipality or any other outgoings and liabilities in respect of the premises including the cost and expenses regarding the mutation of the names of the owners, in that case the Developer shall pay all such outstanding dues etc. on and from the date of this agreement and all prior liabilities shall be borne by the owners.
- c) The Developer shall be at liberty to do all works as be required for the project and to utilize the existing water, electricity and telephone connections if any, in the premises, at its own costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the projects and the owners herein collectively shall sign and execute all papers and documents necessary there for.
- d) All costs, charges and expenses for sanction of the plans and construction of the said building and / or development of the premises, save otherwise mentioned herein, shall be borne and paid by the Developer, exclusively.

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumittra Saha

PARTNER

- e) The Developer shall install, erect in the said building at its own costs like pump sets, tube well water storage tanks, overhead reservoirs, electric wiring fittings and installations and other facilities as are required to be provided in a residential Multi storied building having self- contained apartment and constructed for sale of flats therein on Ownership basis as mutually agree.
- f) The Developer shall be authorized by the owners for the construction of the building and to apply for and obtain temporary and permanent constructions of water, drainage, sewerage and / or other facilities if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.
- g) The Developer will obtain Sanction Plan for construction of a Multi storied building on the said plot of land at its own costs and expenses and in that connection the Developer will sign on all applications as required for getting the Plan sanctioned from the South Dum Dum Municipality on the basis of Development power of Attorney.

THAT THE OWNERS HEREIN IS ENTITLED TO GET FOLLOWING ALLOCATION: The Developer shall provide free of cost to the owners as follows:-

- (1) One Self contained flat on the Ground Floor measuring super built up area of 700 (Seven hundred) sq. ft. and one self contain garage Ground Floor measuring super built up area of 170 (One hundred Seventy) sq. ft. and One Self contained flat on the First Floor (Front side) measuring super built up area of 800 (Eight hundred) sq. ft. in the name of Nani Gopal Saha.
- (2) One Self contained flat on the Third Floor (Front Side) measuring super built up area of 800 (Eight hundred) sq. ft. and One Self contained flat on the Third Floor (Back Side) measuring super built up area of 700 (Seven hundred) sq. ft. in the name of Monoranjan Saha of the building to be constructed on the said property, along with proportionate share of the land beneath the building. The owners allocation will take effect in the name of owners after execution of Gift Deed or Partition Deed among the parties.

7. IT IS FURTHER CLARIFIED AS FOLLOWS :

- a) The Developer will provide individually electricity connection for the entire of the said building and the owners and / or their respective nominee or nominees shall reimburse the Developer, proportionately the total amount of deposits and expenses as be required to obtain Electricity from CESC or otherwise towards the each unit and the mother meter of the building will be provided by the Developer.
- b) Upon Completion and handing over the owners' allocation to the owners of the said building, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Advocates and as be in conformity with other buildings containing ownership

For JAGANNATH CONSTRUCTION
Ananta Bagui Sumittra Saha
 PARTNER

- units. The Developer and the owners and / or their respective transferees, if any shall comply with the said rules and / or regulations and shall proportionately pay all costs, charges, expenses and outgoing in the respect of maintenance and management.
- c) All Municipal rates, taxes and outgoing, including arrears, in respect of the premises till the handover of the physical vacant possession to the Developer by the owners, shall be for and to the account of the owners and thereafter the same shall be borne and paid by the Developer, till the completion of the project and thereafter the same shall be borne and paid by the unit owners, to the extent of their respective areas.
- u) The Developer shall cause the formation of a society / association of company for the common purpose and the unit owners shall be made the owners of such organizations, in proportionate share, and as early as possible. After the completion of the project, the Developer shall handover all deposits and all matters arising – in respect of the management of the premises and particularly the common portions to the said Society / Association or Company.
- e) The Developer shall keep the owners saved, harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof, including all claims or demands that may be made due to anything done by the Developer during demolition and construction of the said building, including, claims by the owners and occupiers of the adjacent and / or adjoining properties, for damages to their building, all claims and demands of the suppliers, contractors workmen and agents of the Developer, on any account whatsoever, including any accident or other loss, any demand and / or claim made by the unit owners of the Developer's area and any action taken by the corporation and / or any other authority for any illegal or faulty construction or otherwise of the said building.
- f) The name of the building shall be such as be mutually agreed upon by the Developer and the owners, it is agreed that the name of the building shall be decided by the parties after completion of the building.
8. The owners shall, after obtaining the sanctioned building plan from the South Dum Dum Municipality i.e and for construction of the proposed building the owners shall grant to the Developer and / or its nominee or nominees, a registered Development Power of Attorney authorizing the Developer to do all acts as be necessary for the project and / or in pursuance hereof and / or on behalf of the owners. But simultaneously on the day of this Agreement and on the basis on the Development Power of Attorney, the Developer shall have right to sale its Developer's Allocation towards third party excepting owners' allocation.

For JAGANNATH CONSTRUCTION

Sumitra Saha
PARTNER

9. The Developer shall indemnify and keep the owners indemnified in respect of all costs, expenses, damages, liabilities, claims and / or proceedings arising out of any act done by the Developer in pursuance of the authorities granted as aforesaid.
10. The owners shall give such cooperation to the Developer and sign such papers, confirmation and / or authorities as may be reasonably required by the Developer, from time to time, for the project, at the costs and expenses of the Developer. The copy of such papers, confirmations and or authorization must be submitted to the owners before signing of them.
11. It is clearly declared by and between the parties that the property in question is fully free from encumbrances. The Developer is fully satisfied in respect of the title of the property. There is no litigation and / or disputes in respect of title of the said property till date. If any disputes arise in future with the neighbors of the locality the Developer shall manage by its own cost and initiatives.
12. During the continuance of this agreement the owners shall not in any way cause any unlawful impediment or obstruction whatsoever in the construction of the said building by the Developer but the owners shall have full right to enter into the said building by the Developer but the owners shall have full right to enter into the said building and to inspect the construction work carried on there by the Developer and to check the materials used thereon. If the owners are not satisfied in respect of contributed in that case the owners shall have right to obstruct the construction.
13. In case of any of the parties hereto commit any default in fulfilling of their obligations contained herein then and in such event, the other party shall be entitled to specific performance and / or damages.
14. All disputes and differences between the parties hereto in any way relating to this agreement and / or arising out of the provisions hereof shall be referred for arbitration to such person as be mutually acceptable, failing which, one to be appointed by each parties. The Arbitrators will be entitled to appoint an umpire. Such arbitration shall otherwise be in accordance with the Arbitration and Reconciliation Act, 1996 as amended till date disputes and or differences.

THE FIRST SCHEDULE ABOVE REFERRED TO :-

(Description of Land)

ALL THAT piece or parcel of land admeasuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less along with Kancha Structure measuring 500 (Five hundred) Sq. ft. more or less, lying and situated at Mouza – Kalidaha, comprise in Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23,, Holding No. 24, Kunja Mallick Bag Colony, Kolkata- 700030, within the local limits of South Dum Dum Municipality, ward

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumittra Saha
PARTNER

No. 16, Police Station - Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, which is butted and bounded by :-

ON THE NORTH	:	Premises No. 12 Anjagarh
ON THE SOUTH	:	Basanti Apartment
ON THE EAST	:	12 ft wide Road
ON THE WEST	:	Property of Lok Nath Saha

THE SECOND SCHEDULE ABOVE REFERRED TO :-

(OWNERS' ALLOCATION)

The Developer shall also provide free of cost to the owners :-

- (1) One Self contained flat on the Ground Floor measuring super built up area of 700 (Seven hundred) sq. ft. and one self contain garage Ground Floor measuring super built up area of 170 (One hundred Seventy) sq. ft. and One Self contained flat on the First Floor (Front side) measuring super built up area of 800 (Eight hundred) sq. ft. in the name of Nani Gopal Saha.
- (2) One Self contained flat on the Third Floor (Front Side) measuring super built up area of 800 (Eight hundred) sq. ft. and One Self contained flat on the Third Floor (Back Side) measuring super built up area of 700 (Seven hundred) sq. ft. in the name of Monoranjan Saha of the building to be constructed on the said property, along with proportionate share of the land beneath the building. The owners allocation will take effect in the name of owners after execution of Gift Deed or Partition Deed among the parties.

THE THIRD SCHEDULE ABOVE REFERRED TO :-

(DEVELOPER'S ALLOCATION)

ALL other flats / residential units / portions and garages in the building to be constructed on the said property other than such flat / residential unit and garage as mentioned in the second schedule (owner's allocation).

THE FOURTH SCHEDULE ABOVE REFERRED TO :-

(THE SAID BUILDING)

The Multi storied building consisting of residential flats and garages / car parking spaces (on the ground floor) to be constructed on the said property according to the plan to be sanctioned by the competent authority / South Dum Dum Municipality.

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumittra Saha

PARTNER

THE FIFTH SCHEDULE ABOVE REFEREED TO(Specification of Work)

Details of fixtures, fittings, amenities, standing materials etc. to be provided in the Owners' Allocation at the New Building :-

- (1) **BUILDING** :- R.C.C. frame structure building.
- (2) **WALLS** :- Brick wall with sand cement mortar, outside wall 8" / 5" and inside partition wall 5" / 3" wide.
- (3) **WINDOWS** :- Sliding windows with glass panel covered with Grill.
- (4) **DOORS** :- Door frame will be made with Sal wood and door shutter flush door with water proof commercial ply and bath room door will made by PVC. One Grill will provided by Developer in Every Flat Developer will provide main Door made with Segun and Three Collapsible Gate in the main Door of Three Flats.
- (5) **FLOORING** :- Marble with 6" skirting.
- (6) **KITCHEN** :- Kitchen table and sink will be made with Granit stone and upon the top of the table 2'-6" height and glazed tiles finish fitted 2 ft. form the top table with one tap will be provided on the sink and one below the sink.
- (7) **TOILET** :- Wall up to height 5' finished with glazed tile and fitted with Indian / Western type pan, P.V.C. Cistern and Wash Basin, along with water supply (concealed water line inside) with one Tap.
- (8) **ELECTRICTY** :- All Electrical wiring with Finolex wire, concealed type and the electricity point are as follows:
 - ❖ Bed Room : 5 Points.
 - ❖ Dining & Drawing : 5 Points. (Including one 15 Amp. Plug Point)
 - ❖ Kitchen : 3 Points. (Including one 15 Amp. Plug Point)
 - ❖ Bath Room : 4 Points.
- (9) **PLUMBING** :- All internal pipe line concealed type with G.I./P.V.C. pipe and all outside line with Supreme P.V.C. pipe.
- (10) **COLOUR**: Putty works of the inside Flat will completed by the Developer.
- (11) **PAINTING** :- Inside of the Flat finished with Putty and outside of the building finished with Weather coat and all Wooden Word & Grill with Priming Coat.
- (12) **LIFT**: One Four Passenger Lift will be installed in the said building.
- (13) **EXTRA WORK** :- Cost of the covered Grill and Main Door will bear by the owners. Any Extra Work other than our Standard Specification shall be charged extra and amount shall be deposited before the execution of such work to the Developer.

For JAGANNATH CONSTRUCTION

Ananta Bagu' Sumitra Saha

PARTNER

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Areas & Facilities)

- 1) Staircases and Landings on all the floors Lift facility of the building.
- 2) Common passage on the Ground Floor.
- 3) Tube-Well, Water pump, Water tanks, the Water pipes and other common plumbing installations.
- 4) Electric wiring and meter.
- 5) Drainage and Sewerage and Rain Water Pipe.
- 6) Boundary walls and Main gates.
- 7) Such other common parts, equipments, installations, fixtures, fittings and space in or about the said building as are necessary for use and occupation of the Flat/ Unit in common and as are specified by the Vendor expressly to be the common parts after construction of the building but the Purchaser have the proportionate right, title and interest on the final roof of the building.
- 8) Foundation, Columns, Beams, Supports, Fire escapes, Entrance and Exits.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- 1) All cost of Maintenance, Operating Replacing, White washing Painting, Re-building, Re-constructing, Decorating, Re-Decorating and Lighting the common parts and also the wall other walls on the building.
- 2) The salaries of the person employed for the said purpose.
- 3) Insurance premium for Insurance the Building against Earth Quake, Fire, Lighting mob, Violence civil commotion, Damage etc.
- 4) Municipality Taxes, Multi-Storied Building tax other outgoing save those separately assessed on the respective flats / Units.
- 5) All litigation expenses for protecting the title of the land with building.
- 6) Costs and Charges of establishment for maintenance of the building and for watch and ward staff.
- 7) The Office Expenses incurred for maintaining the office for common expenses.
- 8) All expenses mentioned as above shall be proportionate borne by the Co-purchaser on and from the date of taking charges and occupation of their respective units.

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumittra Saha
PARTNER

IN WITNESS WHEREOF all the parties herein have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESS:

1.

Biswajit Mohanta
96/1, Dum Dum Road
Kolkata - 74

Nay gopel sro
ଶ୍ରୀମତୀ ସୁମିତ୍ରା ସାହୁ

SIGNATURE OF THE OWNERS

2. Baban Saha

11/A Anjan garh colony
Dum Dum - kal-30.

JAGANNATH CONSTRUCTION
Ananta Bagui

Drafted by me:-

Deb Sundar Daripa

DEB SUNDAR DARIPA
ADVOCATE

Regn. No. WB/845/2003
C.T.B.A, 14, Beliaghata Road, Kol-16

JAGANNATH CONSTRUCTION
Sumitra Saha

SIGNATURE OF THE DEVELOPER

For JAGANNATH CONSTRUCTION

Ananta Bagui Sumitra Saha

PARTNER

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2019, Page from 253185 to 253216
being No 150605233 for the year 2019.



Digitally signed by SUMAN BASU
Date: 2019.06.24 13:57:31 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 24/06/2019 13:56:12
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

For JAGANNATH CONSTRUCTION
Ananta Bagui Sumittra Saha
PARTNER

(This document is digitally signed.)