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AA 675449

22/5/19
31/5/19
Certified that the document is admitted for registration. The signature sheets and endorsement sheets attached with this document are the part of this document.

✓
District Sub-Registrar
Howrah

31 MAY 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE
22nd DAY OF May 2019, (TWO THOUSAND NINETEEN) A.D.

BETWEEN

- (1) SRI RABINDRANATH DATTA, (PAN: ADXPD1205C) Son of
Late Santosh Kumar Dutta, by faith hindu, by occupation Business
- (2) SRI NIMAI CHARAN DUTTA, (PAN: ADNPD6786A) Son of

Contd..

(2)

Late Santosh Kumar Dutta, by faith hindu, by occupation Business
(3) SRI DILIP KUMAR DATTA, (PAN: ACTPD5911E) Son of Late
Santosh Kumar Dutta, by faith hindu, by occupation Business, (4)
SRI SYAMAL KUMAR DATTA, Son of Late Santosh Kumar
Dutta, (PAN: ADHPD3220D) by faith hindu, by occupation Business
(PAN: ADHPD3220D), (5) SRI SOMNATH DUTTA, (PAN:
AFYPD1000J), all sons of Late Santosh Kumar Dutta, by faith hindu,
by occupation Business, (6) SRI SUBHRANGSHU DATTA, (PAN:
ADHPD3219N) Son of Late Santosh Kumar Dutta, by faith hindu, by
occupation Business, all residing at 20, Chintamony Dey Road, Post
office, Police Station and District Howrah - 711101, hereinafter jointly
called and referred to as the "OWNERS/LANDLORDS" (which terms
or expression shall unless otherwise excluded by or repugnant to the
context to be deemed to mean and include their heirs, executors, ad-
ministrators, legal representatives and assigns) of the FIRST PART.

A N D

SHREE SHYAM DEVELOPERS (PAN: ADXFS4380B) having its
registered office at 2, Belilious Road, Howrah - 711101, represented
by its partners namely (1) M/s. KAMALPUSHP DEVELOPERS
PRIVATE LIMITED (PAN: AAFCK6183N), having is registered
office at 2, Belilious Road, Howrah - 711101, (2) SRI PAPPU SINGH
(PAN: CAUPS5212G) son of Sri Ram Narayan Singh, by faith Hindu,

Contd..

(3)

by occupation Business, residing at 2, Belilious Road, P.O. Howrah, P.S. Howrah, Howrah - 711101, (3) **SRI BIKASH JAISWAL** (PAN: AETPJ2878L), Son of Sri Ram Sajiwan Jaiswal, by faith Hindu, by occupation Business, residing at 384/385, Belilious Road, P.O. & P.S. & Dist. Howrah - 711101, (4) **SMT. NISHA GOEL** (PAN: ACVPJ1173C), Wife of Sri Vikram Goel, by faith Hindu, by occupation Business, residing at 433/1, Sarat Chatterjee Lane, P.O. Bataitala, P.S. Shibpur, Howrah - 711103, hereinafter called and referred to as the "**DEVELOPERS**" (which terms or expression shall unless otherwise excluded by or repugnant to the context to be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS, the parties of the First Part, Owners/Landlords herein are the joint owners and occupiers now seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of Bastu Land containing an area measuring about 01 Bigha 05 Cottahs 4 Chittaks 08 Sq. ft. to be same or little more or less together with old dilapidated structure standing thereon comprised in Howrah Municipal Corporation holding No. 360, G. T. Road (South), Police Station Shibpur, Dist. Howrah, Howrah Municipal Corporation Ward No. 40, within the jurisdiction of the Office of the District and Additional District Sub-Registrar Howrah, which is morefully and

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particular described in the schedule "A" hereunder written hereafter referred to as the "Said Property".

AND WHEREAS the said property along with other properties belong originally to one Sukumar Roy Chowdhury, Kalobhari Roy Chowdhury, Bhajahari Roy Chowdhury, Keshab Roy Chowdhury and Nilim Kumar Roy Chowdhury who got right, title and interest in respect of the said property by way of inheritance from their respective predecessors and at the time of enjoyment of the said property on 19.08.1942 corresponding to 2nd Bhadra, 1349 B.S. sold, conveyed and transferred the same in favour of one Santosh Kumar Dutta (since deceased) and Gouripada Mukhopadhyay (since deceased) and the document was registered with the office of the District Sub-registrar at howrah and recorded in Book NO. 1, volume No. 30, Pages from 261 to 271, Document being No 1732 for the year 1942.

AND WHEREAS at the time of enjoyment of the said property, the said Santosh Kumar Dutta and Gouripada Mukhopadhyay constructed a Cinema Hall upon a portion of the said property and was carrying on their business,

AND WHEREAS subsequently the said Gouripada Mukhopadhyay died intestate and his legal heirs and successors, on 12.12.1962

corresponding to 26th Aghrayan, 1369, sold, conveyed and transferred their shares in favour of Santosh Kumar Dutta (since deceased) and the document was registered with the office of the Sub-Registrar at Howrah and recorded in Book No. I, Volumn No. 89, Pages from 94 to 98, Document being No. 4848 for the year 1962 and thus the said Santosh Kumar Dutta (since deceased) became the sole and absolute owner and occupier them seized and possessed of and/or otherwise well and sufficiently entitled to all that the said property freely, absolutely and free from all encumbrances whatsoever in the demised premises.

AND WHEREAS subsequently said Santosh Kumar Dutta (since deceased) settled all hish properties in favour of his Seven Sons (the Owners/Landlords herein along with one Sri Subal Kumar Dutta) and five daughters and made and executed a testamental document/will written in bengali dated 27.11.1973, corresponding to 11th Aghrayan 1380 B.S. whereby the said Santosh Kumar Dutta bequeathed his estate property in favour of his Seven Sons and the said will was registered with the office of the sadar Joint Sub-Registrar, Howrah and recorded in Book No. III, Volume No. 4, Pages 3 to 5, being No. 43 for the Year 1973.

AND WHEREAS after demise of the said santosh Kumar Dutta the

necessary probate of the said Will have been obtained by the Owners/Landlords along with one Subal Kumar Dutta on 26.07.2007 issued by the Learned District Delegate, Howrah.

AND WHEREAS since having their right, title and interest on of the son of Santosh Kumar Dutta (since deceased) namely Sri Subal Kumar Dutta on 22.06.2010, due to love and affection, conveyed and transferred a demarcated area measuring about 4 Cottahs 4 Chittaks 40 Sq. Ft. be the same a little more or less in favour of his son namely Sri Sudipta Dutta in which the Owners/Landlords herein also have joined as Confirming Parties and the document was registered with the office of the District Sub-Registrar at Howrah and recorded in the book No. I CD Volume NO.14. Pages from 6697 to 6717, being No. 06243 for the year 2010 and thus the owners/landlords herein became the joint Owners and occupiers each having their respective undivided shares now seized and possessed of and/or otherwise well and sufficiently entitled to all that the said property freely, absolutely and free from all encumbrances whatsoever in the demised premises.

AND WHEREAS since becoming joint lawful owners and occupiers all the landlords after having discussion with each other settled that the said property should be developed by way of raising new masonry building upon the said property and in such effect all the landlords

jointly discussed with M/s. Olive Realcon, a Partnership Firm governed by the Indian Partnership Act, 1932 having its registered office at 78, G T Road (South) Post Office, Police Station and District Howrah - 711101, represented by its partners (1) Sri Surendra Kumar Agarwal (2) Sri Mohit Agarwal (3) Smt. Hansa Devi Agarwal (4) Smt. Swapna Paul and it has been settled that the parties of the First Part will engage the said M/s. Olive Realcon as developer. In Such effect an agreement for the development was executed and registered on 10.09.2013 and recorded in Book No. I, Volume No. 15 Pages 6055 to 6093 being no. 07320 in the office of A.D.S.R. Howrah and a deed of Power of Attorney was also executed and registered on 10.09.2013, which has been recorded in Book NO. I Volume No.15 pages 6476 to 6496 being no. 07321 in the office of A.D.S.R.

AND WHEREAS said partners of the Partnership business Viz "M/s. Olive Realcon" being the developers have done some acts. Including sanction of building Plan for raising building being BRC No 124/15-16 in terms of said Agreement and Power of Attorney dated 10.09.2013.

AND WHEREAS subsequently due to some personal problems between the partners. The said developer "M/s. Olive Realcon" and the owners hereto mutually cancelled the said agreement being no. 07320 by a Deed of Cancellation of Agreement which has been recorded in

Book NO. I, Volume NO. 513, Page 83507 to 83528
- 051302632 -II
being No. 8 in the office of A.D.S.R. Howrah and the said power of
attorney being No. 07321 also revoked by a Deed of
Revocation of Power of Attorney dated 22.05.19 which has been
recorded in Book NO. IV, Volume NO. 513 Page 3534 to
- 051300177 -II
3551 being No. 8 in the office of A.D.S.R. Howrah.

AND WHEREAS presently the parties of the First Part hereto, being
desirous to develop their said property on Joint Venture basis have
approached to the parties of Second Part to develop the said property
by way of erection of new building there at according to said sanc-
tioned plan being No. BRC 124/15-16 as Developers.

AND WHEREAS on the basis of such approach the developer being
experienced in developing the property, have also agreed to develop
the said premises No. i.e. the properties under schedule hereto, i.e. at
Municipal Holding No. 360, G.T. Road (south) P.S. Shibpur, Dist.
Howrah, hereinafter called the "SAID PROPERTY" at their own cost
and expenses on the terms and conditions as hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS :-**

ARTICLE - I

DEFENITIONS

In this agreement the following terms, unless which contrary to the context mean and include the follows :-

1.1 SAID PROPERTY shall mean the property measuring 01(one) Bigha 05(five) Cottahs 04 (four) Chittaks 08 (eight) Sq.Ft. together with old dilapidated building comprised in Howrah Municipal Corporaton premises No. 360 G.T.Road (South), Polie Station Shibpur, District Howrah - 711101, Howrah Municipal Corporation ward No 40.

1.2 OWNERS shall means and include (1) SRI RABINDRA NATH DATTA (2) SRI NIMAI CHARAN DUTTA, (3) SRI DILIP KUMAR DATTA (4) SRI SYAMAL KUMAR DATTA, (5) SRI SOMNATH DUTTA and (6) SRI SUBHRANGSHU DATTA including their legal heirs, executors, successors, admininstrators, legal representative and assigns.

1.3 DEVELOPERS shall means and include SHREE SHYAM DEVELOPERS, represented by its partners namely (1) M/s. Kamalpushp Developers Private Limited (2) Sri Pappu Singh (3) Sri

Bikash Jaiswal (4) Smt. Nisha Goel, including their legal heirs, executors, administrators, legal representatives and assigns.

1.4 BUILDING shall mean the building to be constructed on the said property in accordance with the plan which has been sanctioned by the concerned authority of Howrah Municipal Corporation being BRC 124/15-16 dated 25.01.2016 or to be sanctioned for further construction.

1.5 SALEABLE SPACE shall mean the space in the building available for independent use and occupation, after maintaining due provisions for common facilities and the common space required thereof.

1.6 ARCHITECT shall mean same person or firm appointed or nominated by the previous developers as architect of the building or any other person/persons or firm/firms who will be nominated by the developer hereto.

1.7 UNIT shall mean and include the flat/Shop/Office etc. of the proposed new building with proportionate share of land in the said premises and user right of the common space in the said premises.

1.8 BUILDING PLAN shall mean the plan for two blocks i.e. Block-I for four storeyed (G+3) and Block-II for thirteen storeyed (G+XII) which will be constructed in accordance with the sanctioned plan being no. 124/15-16 and which has been sanctioned by the Howrah Municipal Corporation including the plan to be prepared and submitted by the developers in supplement for any addition or any alteration, if and be sanctioned by the sanctioning authorities of Howrah Municipal Corporation.

1.9 COMMON AREA shall mean the area of the lobbies, stair case/ Lift/landings open space within the newly constructed building at the said holding and other portion of the buildings intended or required for ingress and egress from any portion/flat/office for providing free access to such portion/flat/shops/office for the use of others co-owners of the flats/shops/office.

1.10 COMMON FACILITIES AND AMENITIES shall include corridors stair case, lift, stair-ways of all sides, water pump, over head tank and reservoir such other facilities, if any available in the building including certain essential user right on the roof of the building to upkeep and/or proper management of the building.

1.11 COMMON PORTION shall mean the common installation in

the building for the common use and utility i.e plumbing, electrical wiring drainage and other installation, fittings, fixtures and machinery which are not exclusive of any portion/flat and which are specified as common by the developers.

1.12 OWNERS' ALLOCATION shall mean and include 38% area out of total constructed area within the proposed new buildings which will be constructed/erected and completed by the developer by and under these present as described in Schedule "B" of this agreement together with right, title, interest in common facilities including right to exclusive use the terrace with right to the undivided proportionate impartiable share in the land at free of cost for the consideration for permitting the developer to do the said premises and for commercially exploit the same.

1.13 DEVELOPER'S ALLOCATION shall mean and include the remaining 62% area out of the total constructed area within the proposed new building after deducting the owner's allocation to be constructed in the said premises together with proportionate right, title and interest and possession in the common facilities and amenities together with the right of using the same including the right to the undivided proportionate impartiable share in the land as well as with

the absolute right for sale, transfer, lease, or in any way and to deal with the same for adjustment of expenditure of the developer.

1.14 TRANSFER WITH ITS GRAMMATICAL VARIATIONS shall mean adopted for effecting what is understood as a transfer of undivided share of land in multi-storied building to purchasers thereof by execution and registering Deeds or deed of Conveyance in accordance with the provisions of law on this behalf by the Owners in favour of the purchaser.

1.15 TRANSFEREE shall mean the person or persons, firms, limited company or Association of persons to whom any space in the building shall be transferred.

1.16 WORD IMPORTING SINGULAR shall include plural and vice-versa.

1.17 WORD IMPORTING MASCULINE GENDER shall include feminine and neutral genders, likewise words importing feminine genders shall mean and include masculine and neutral genders and similarly words importing neutral gender shall include masculine and feminine genders.

It is intended and agreed by and between the parties hereto that this agreement shall be complete record of the Agreement between the parties regarding the subject matter hereof.

ARTICLE - II

COMMENCEMENT AND FIELD OF AGREEMENT

2.1 This agreement shall come into effect automatically and immediately on execution of these present by and between the parties hereto.

ARTICLE - III

OWNER'S RIGHT AND OBLIGATIONS AND REPRESENTATIONS

3.1 The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, leins, lispens trust, requisition, acquisition, whatsoever nature and have a valid marketable title in the said premises.

3.2 The owners have absolute right and authority to develop the said premises/part of land and excepting the owners, none have any right, title, interest, claim, demand whatsoever into or upon the said property.

3.3 The said property is/are otherwise free from all encumbrances, charges, leins, lispens trust, requisition, acquisition, whatsoever or howsoever.

3.4 There is no excess vacant land in the said property within the meaning of the Urban land (Ceiling & Regulations) Act, 1976 and the Developer is fully satisfied with the marketable title of the owners.

3.5 There is no bar either legal or otherwise for the owners to obtain the certificate or certificates from the Income Tax Authorities as per the provision of the Income Tax Act or other consents and permission those may be required but the developer shall be responsible for the payment of Income Tax according to progress of construction save and except the Owners allocated portion and sale to the intending purchaser.

3.6 That the area comprised in the said property is 01 Bigha 05 Cottahs 04 Chittaks 08 Sq. Ft. be the same a little more or less.

3.7 That the owners herein hereby handed over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property by the Second Party/Developer.

3.8 All outgoings/arrears taxes, duties, impositions, if any, in respect, of the said property upto the date of this agreement shall be paid by the developer hereto.

3.9 The Owners hereby grant subject to what has been herein above provided the exclusive right to the developers to built/construct erect and complete the said owner's allocated 38% area in the proposed new building including possession thereof.

3.10 The Owners shall have right to supervise the Constructions by themselves or by any qualified structural/civil engineer or by his representative to check whether the construction work of the proposed new building is going on as per the sanctioned plan or not, as also check the workmanship and quality of construction.

ARTICLE-IV

DEVELOPER'S LIABILITIES

4.1 Construction of building will be made at the cost of the parties of the second part/Developers by investing their own finance and resources in accordance with the sanctioned plan.

4.2 The Developer will bear all cost and expenses, including

shifting charges and/or rent month by month thereof of the tenants so shifted till they are rehabilitated by handing over their allotted possession from the owner's allocated 38% area within the building under Block-I (G+3) i.e four storyed building as per direction and advice of the owners .

4.3 That the Second Part/Developers are hereby empowered to suitable modify or alter the sanctioned plan as and when required and submit the same for approval of the Howrah Municipal Corporation and the entire costs,penalty etc. shall be borne by the second part/ Developer alone, provided in case of sanction of further floor a fresh agreement is to be entered into after the First Sanctioned Plan.

4.4 That Second Part/Developer herein for the purpose of raising the construction shall have their right to enter into agreement for sale of flats etc. in respect of their own allocation upto the limit of built up area, as mentioned above and to that effect they shall be entitled to received the earnest money from the intending purchasers but the owners will not be liable for such money or earnest money .

4.5 Construction of the Two Blocks i.e. Block -I (G+3) and Block-II (G+XII) as per the sanction plan and will be completed with

all ancillary service within three year from the date of this agreement and it will be completed in all respect thereof according to plan, the details and specification thereto and building shall be constructed both for residential and commercial purpose. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building plumbing, electrical, sanitary, fittings and installations, plastering and decent colouring of the outside and inside the building in a complete condition.

4.6 That the Second parties/Developer herein for the purpose of raising the construction shall have right to enter into agreement for sale of flats etc. in respect of their own allocation upto the limit of builtup area, as mentioned above, and to that effect they will be entitled to receive the earnest money from the intending purchasers but at all material times, the owners shall not be liable for such money or earnest money .

4.7 The Developer/Second Parties shall be entitled to appoint their own labour, masons, contractor, builder, engineer, architect for necessary riainsg of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the second

parties/developers and all the risk and liability together with all responsibilities shall remain with the developer/second parties and to that effects the owners/first parties will never be laible or responsible for any debts, payments, misappropriation of any money or anything whatsoever, eventually takes place at the time of construction which will be completed and handover to the prospective purchasers. The second parties/Developers shall also remain liable to contest for any litigation for any matter relating to the building.

4.8 All funds and /or finance to be required for the completion of the entire project shall be provided and/or arranged by the developer.

4.9 The developer will be the only and the exclusive builder and the subsistence of this agreement will be continued till completion of the project as mentioned herein before as well as to sell the flats/shops of developers allocated area. The developers shall have sole authority to sell their own allocated 62% areas/portions out of total constructed area in the proposed building at the said premises and/or all or any portion/portions thereof in terms of this agreement including common areas and facilities together with the undivided right title and interest in the land in common facilities and amenities including the right to use thereof.

4.10 The owners or any persons claiming under them shall not interfere with question, hinder injunct, stop prohibit the developer for lawfully to carrying out the proposed construction of the building in the said premises and the developer shall complete the construction of the multistoried building with the standard materials as would be available in the market as the construction of the building will be good in quality.

4.11 The developer will be entitled to recover all costs, charges expenses incurred by the developer towards construction of the building in additions to its profit by selling/transferring to the prospective purchasers of the flats of their allocated area in the proposed new building in terms of this agreement collecting amounts/consideration from them and the owners and/or any person claiming through them shall have not any right, title, interest, claim or demand whatsoever or howsoever and in respect thereof.

4.12 It is also agreed by the owners that if any person shall claim form demand any right, the owner will be laible for that.

4.13 That at the instance of the parties of the first part, the developer deposited a total amount of Rs.18,00,000/- (Rupees Eighteen Lacs

Only) to the owners/first parties of the first part hereto towards security deposit, without carrying any interest.

And it is also agreed by all the parties of the first part and the parties of the second part that the said amount will be refunded without any interest by the parties of the first part before taking possession of the owners' allocated area . If the owners will fail to pay the deposit amount, required area from the owners' allocated area which will be sold by the developer to any purchaser/purchasers at owners choice and the consideration for their flats/shops etc. will adjusted with the security deposit.

ARTICLE - V

CONSIDERATION

5.1 The developer shall hand over the owners' allocated 38% area as described in Schedule "B" hereto within 24 (Twenty Four) months from the date of this agreement.

5.2 In consideration of the owners having granted the developer on exclusive contract to develop the said premises provided herein, the owners will be entitled to get their allocated 38% area as per terms as contained in this agreement together with the right, title and interest in undivided proportionate interest in land including right to use of

common facilities thereof which including in the absolute discretion and without any obstruction, hindrance and/or objection from the developer or their successor, agents and the owners will be entitled to sell, transfer, let out lease or otherwise dispose of or deal with the same as they think fit and proper and the developer and/or successor, representatives will not raise any objection to that.

ARTICLE - VI

PROCEDURE

6.1 The Owners will execute a registered General Power of Attorney for the purpose of all the necessary permission with construction of the building for pursuing or following up the matter with the statutory authority/authorities and to do all acts, regarding construction works, to enter into agreement of sale, to received consideration money part or full for the Developer's allocated 62% area only as well as for selling owners allocated area for adjusting with the security deposit if required, whereas the second parties/developers shall be empowered to execute and register the deed of conveyance in respect of their own allocation.

6.2 The said power together with allowing possession to the intending purchaser or purchasers can be made or done and the Owners' allocation, as mentioned above, will be handed over to them

within 24 months from the date of this agreement. Be it further clarify that the Second part/Developer shall have the right to sell of their allocated share only after handing over the allocated share of the First Parties in proportion from time to time.

6.3 The Owners will execute and register the Power of Attorney for the purpose of execution of terms of this agreement, whereas the said Power of Attorney so executed by the owners, may be ~~cancelled~~^{revoked}, if require for lawful reason with prior written intimation to the developers .

ARTICLE - VII

CONSTRUCTIONS

7.1 The owners or any person claiming through them shall not in any way interfere with the quite and peaceful possession of the said premises or holding thereof by the developers and shall not interfere with ~~the~~ right of the developer to construct and complete the proposed new building at the said property except any technical dispute.

7.2 The Developer shall at its own costs and expenses and without creating any financial or other liability upon the owners, shall construct and complete the building in accordance with the sanctioned plan being BRC No. 124/15-16 and any amendment thereto or

modification thereof made or caused to be by the developers subject to the sanctioned of the appropriate authorities. The second party shall be liable and responsible for the said construction of the proposed building.

7.3 Its is however made clear that the owners shall have no liability regarding consideration, transfer, encumbrances in respect of the developers allocated area and in case of further construction if any, as per the plan sanctioned by the Howrah Municipal Corporation, in any manner whatsoever or in case of any damage. Casualty and destruction owing to the circumstances, the developers will be responsible to account to compensate all such incident without any attachment, concerned or connection with the owners.

7.4 In completion of the proposed new residential building/buildings the developers will be entitled to sell all flats/shops of its allocated 62% area in the proposed building in terms of this agreement as mentioned in the clause hereof and shall have the right to enter into any lawful agreement with the prospective purchasers, lessee, tenants of their own choice in respect of their allocated 62% area as well as owners allocated area (if required for adjustment of Security Deposit) in the proposed new building at their ow risk and responsibility for

sale, transfer, delivery of peaceful possession or disposal of the specific portion mentioned hereinabove and the owner hereby agree to be the vendors, to all such prospective agreements if necessary. It is also agreed between the owners and developers that the owner shall not raise any question or objection regarding the selling price of the said portion i.e. 62% of the constructed area as demarcated by the developers.

7.5 The developers will install and erect in the said building at their own cost as per the specification and as per drawings provided by the Architect, Pump water storage tank, Overhead Reservoirs, Electrification, Permanent Electric Connection from the C.E.S.C Limited and electrification in the building and also in the respective flats through electric wiring and other facilities as are required in a residential Multistoried building in the locality on ownership basis or otherwise.

ARTICLE - VIII

RATES & TAXES

8.1 The Developers hereby undertake and agree to pay the corporation tax, water tax and all other taxes and impositions as being paid by the owners under this agreement till the development of the property and handing over of possession of owners allocation from the date of this agreement.

8.2 On completion of the building and subsequent delivery of the possession thereof, the parties hereto and/or their respective transferees for their respective shares in terms of this agreement shall be responsible for the payment of all rates, taxes and other outgoings.

8.3 After the completion of the total construction, the developer and the owners including their respective assigns will bear the cost of common facilities like cost of lift, if any, Durwans, Pump Motor and electric Charges in the common areas in proportion of their respective possession including proportionate share of premium for the insurance of building, if any, water, fire and scavenging charges etc.

ARTICLE - IX

COMMON RESTRICTION

9.1 None of the transferee and occupier shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.

9.2 Subject to developers fulfilling the obligation and commitment as specified herein, the owners will not to do any act or things whatsoever by which the developers shall be prevented from construction and/or completion of the said building.

ARTICLE - X

LEGAL COMPLIANCE

10.1 it is hereby expressly agreed by and between the parties hereto that it shall be responsibility of the developers to comply with all other legal formalities and the owner will provide all facility and execute all documents as shall be required under the law for this purpose.

10.2 The owners, through the Developers/Constituted Attorney shall be bound to sign and execute such agreement deed, documents, paper writing and forms as may be legally required by the developers to be executed in favour of all intending purchasers and/or actual transferees in respect of different flats, portion or portions of the said building as aforesaid together with proportionate undivided share or right in land and to register the same whenever necessary without being required to meet the Cost and charges for preparation execution and/or registration of the same. The developers and his representatives shall be duly authorised and/or empowered by the owner by and under a duly executed a power of attorney to sign, execute and register all such deeds papers writing and document on behalf of and in the name of owner.

10.3 If any dispute will arise relating to this agreement the matter

will be referred to the Arbitrator/s who will be appointed by the parties hereto either jointly or severally.

ARTICLE - XI

MISCELLANEOUS

11.1 The owners and the developers have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to be constructed as partnership between the developers and the owners but as joint venture between the parties hereto.

11.2 The owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the owners shall execute any such additional Power of Attorney and/or Authorisation in favour of the Developers for the purpose and the owners also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds and matter and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement.

11.3 The Developer in consultation with the owner shall frame a scheme for the Management and Administration of the said building and/or common parts thereof. The owner hereby agree to abide by the

will be referred to the Arbitrator/s who will be appointed by the parties hereto either jointly or severally.

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11.2 The owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the owners shall execute any such additional Power of Attorney and/or Authorisation in favour of the Developers for the purpose and the owners also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds and matter and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement.

11.3 The Developer in consultation with the owner shall frame a scheme for the Management and Administration of the said building and/or common parts thereof. The owner hereby agree to abide by the

rules and regulations of such Management Society, Association Holding Organisation and hereby give their consent to abide the same. The developer shall also confirm the specification of the building materials and fittings and mode of flooring, plastering, colouring, wirings, etc. with the owners in the agreed terms. It is further agreed and clarify that the Second parties will handover to the First Parties copy or Copies of every application made or letter issued or document filed in connection of the schedule property.

11.4 There is no existing agreement regarding the development and/or for sale of the said premises and that all other agreement prior to this agreement have been cancelled and/or being superseded by this agreement. The owners hereby declared that there is no existing agreement with anybody for development of the said premises except the developers herein.

11.5 The name of the building shall be decided later on by the parties on mutual understanding.

11.6 as from the date of completion of the building, the developers and/or their transferees and the owners and/or their transferees and their successors shall each be laible to pay and bear proportionate

charges on account of ground rent, wealth tax and other taxes payable in respect of their respective areas and/or share of the built up area.

11.7 it is expressly agreed by and between the parties hereto that the right, title and interest over and above the top roof will be in custody with the owners .

11.8 If Howrah Municipal Corporeation or any other concerned authority grant further sanction, Owners can construct further constructions on the top floor of the building only but first preference be given to instant developer.

11.9 The Developers will construct boundry wall and at that time, if any dispute arises in respect of legal matters, the Developers shall inform the same to the Owners and the owener along with the developer will settle the dispute jointly.

11.10 The First parties will hand over all the requisite documents to the second parties upon receipt and the second parties will return back the same to the First Parties upon completion of this Agreement.

11.11 The owners will be liable for any demand relating to the said closed cinema business and the developers will not be liable in any way whatsoever.

11.12 The Second Parties will not allow to do any type of immoral activities whereby the owners as well as the neighbourers are prejudicially affected.

11.13 All amendement and/or agenda to this agreement are valid only if made in writing and sing by both the parties.

11.14 All the legal heirs/representatives, assignees and successors of both the parties are bound by terms of this agreement.

11.15 Such terms of this agreement shall be consideration for the other terms, and that the time is the essence of this agreement in respect of owners allocated 38% area.

ARRICLE - XII

DEVELOPER'S INDEMNITY

12.1 The Developer hereby undertake to keep the owners indemnified against all third parties claim and action arising out of any sorts of act of commission of the Developer or relating to the construction of the building.

ARTICLE - XIII

FORCE MAJEURE

13.1 Force Majeure is herein defined as :-

- i) Any such cause which is beyond the control of the developers or owner as the case may be.
- ii) Natural phenomenon including but not limited to whether condition of floods, draughts, earthquake and epidemic.
- iii) Accident and disruption including but not limited to fires explosive break down of essential machineries or equipment and power storage.
- iv) Transportation delay due to force or accidents.

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of mokorari mourashi bastu land, measuring 01 (ONE) Bigha 05 (FIVE) Cottahs 04 (FOUR) Chittaks 08 (EIGHT) Sq. Ft. together with old dilapidated building measuring about 1000 Sq. Ft. with R.T. Shed comprised in Howrah Municipal Corporation premises No. 360, G. T. Road (South), Police Station Shibpur, District Howrah, Howrah Municipal Corporation Ward No. 40 being butted and bounded as follows :-

ON THE NORTH	:	359/1 G.T. ROAD .
ON THE SOUTH	:	G.T. ROAD .
ON THE EAST	:	360/1, 359, 359/1 G. T. ROAD .
ON THE WEST	:	361/A, 361 G. T. ROAD.

SCHEDULE "B" ABOVE REFERRED TO

(Owners' Allocation)

@ 38% constructed area out of total constructed area which will be demarcated in the building plan sanction from the authority of Howrah Municipal Corporation and the Developer will make symbolic demarcation in the xerox copy of the sanctioned plan being BRC 124/15-16, in respect of Owners' allocation i.e. entire Block-I (G+III) building consisting of Flats, Covered Space, Shops, Rooms, Covered parking space, for owners including reinstatement of existing tenant, and excluding the entire area of four storeyed building under Block - I, remaining area of owners allocated 38% area to be provided from 2nd floor to 4th floor and if required on upper floor of the building under Block-II i.e. G+12 building (after final measurement of the constructed area of two blocks)

SPECIFICATION SCHEDULE FOR THE OWNERS

The portion to be allocated to the owners shall be finished as per specification details as below:-

1. All other brick walls shall be 8"/10" inches thick and inner portion wall shall be 3"/5" inches thick.
2. All the exposed surface of the concrete and brick work shall be finished with sand and cement plaster.
3. All internal surface will be finished with white paris.
4. All windows shall be made from standard steel section and shall be fitted with grills guard bars with steel frames are to be made from goods quality Aluminium window fitted with grills. All doors shutters shall be 30 mm. thick flush type and finished with commercial ply on both faces. The Main door will be made of good quality with door bolt and night latch facility. Entire flooring including dados, toilet and kitchen shall be finished with marbles/vectified floor tiles and all sanitary fittings shall be white porcelain along with water supply from overhead water tank/reservoir including water pipe line.
5. All electrical wiring shall be completed with concealed wiring in walls and ceilings and shall be completed upto the point.
6. Water line (indoor) with basin fitted inside the rooms.
7. Any minor addition/alteration inside the flats of owners allocated portion, if required, shall be done by the developer as per suggestion of owners.

IN WITNESS WHEREOF both the parties put their respective signatures and seal on this the day, month and year first above written.

SIGNED SEALED AND DELIVERED
by the PARTIES above names :

WITNESSES

① Susanta Paul
78, G. T. Road (S).
Howrah - 71101

Vikram Coel
433/1 Sorat Chatterjee
Road Howrah
- 71103

Drafted by me &
prepared in my office.

On 10/02/2019 *Narayan Chatterjee*

Advocate.
Judges' Court, Howrah.
W.B. 730/79

Typed by :

Pranab Ganguly
Howrah Court.

Saleendra Nath Datta
Prima Ch. Datta
Dilip Kumar Datta
Ganesh Kumar Datta
Paranath Datta
1 Subhanga Datta

**SIGNATURE OF THE FIRST PART/
OWNERS**

For SHREE SHYAM DEVELOPERS

Pranav Singh Partner

For SHREE SHYAM DEVELOPERS

Nisha Coel

Kamal Pushp Developers (P) Ltd.

Pranav Singh Director

**SIGNATURE OF THE SECOND PART/
DEVELOPER**

SPECIMEN FORM FOR TEN FINGERPRINTS



Babindra Nath Bhatta



Little



Ring



Middle



Fore



Thumb

(LEFT HAND)



Thumb



Fore



Middle



Ring



Little

(RIGHT HAND)



Nrihari Ch. Bhatta



Little



Ring



Middle



Fore



Thumb

(LEFT HAND)



Thumb



Fore



Middle



Ring



Little

(RIGHT HAND)



Balraj Kumar Bhatta



Little



Ring



Middle



Fore



Thumb

(LEFT HAND)



Thumb



Fore



Middle



Ring




Little

(RIGHT HAND)

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Ganesh Kumar Datta</i>					
		Little	Ring	Middle	Fore	Thumb
		(LEFT HAND)				
						
		Thumb	Fore	Middle	Ring	Little
(RIGHT HAND)						
	<i>Soumen Bhatia</i>					
		Little	Ring	Middle	Fore	Thumb
		(LEFT HAND)				
						
		Thumb	Fore	Middle	Ring	Little
(RIGHT HAND)						
	<i>Subhanshu Datta</i>					
		Little	Ring	Middle	Fore	Thumb
		(LEFT HAND)				
						
		Thumb	Fore	Middle	Ring	Little
(RIGHT HAND)						

FORM FOR TEN FINGER IMPRESSION


	Left Hand	Little	Ring	Middle	Fore	Thumb
	Right Hand	Thumb	Fore	Middle	Ring	Little

Signature

For SHREE SHYAM DEVELOPERS

[Signature]

Partner


	Left Hand	Little	Ring	Middle	Fore	Thumb
	Right Hand	Thumb	Fore	Middle	Ring	Little

Signature

For SHREE SHYAM DEVELOPERS

[Signature]

Partner

	Left Hand	Little	Ring	Middle	Fore	Thumb
	Right Hand	Thumb	Fore	Middle	Ring	Little

Signature

For SHREE SHYAM DEVELOPERS

[Signature]

Partner