

Service, by Nationality: Indian, (b) SMT. NIVEDITA ROY, Pan No.BYEPR9265F, daughter of Late Nil Kanta Manna and Late Pratima Manna, by faith: Hindu, by occupation: Housewife, by Nationality: Indian, 7(a) to 7(b) all are residing 17, Motilal Gupta Road, Post Office: Barisha, Police Station: Haridevpur, Kolkata-700008, District: South 24 Parganas, West Bengal,

2. DEVELOPER: shall mean the said AZURE CONSTRUCTION PVT. LTD, Pan No.AALCA9359E, having its registered office at 13, Crooked Lane, Post Office: Esplanade, Police Station: Hare street, Kolkata-700069, representative by its Director SRI MEHUL KOTECHA, Pan No.ANSPK7376E, Son of Sri Himanshu Kotecha, by religion : Hindu, by nationality : Indian, by occupation : Business, residing at 13, Crooked Lane, Post Office: Esplanade, Police Station: Hare street, Kolkata-700069, West Bengal.

3. PROPERTY:- Shall mean and include the property situate and lying at ALL THAT the piece and parcel of land measuring land measuring **14(fourteen) cottahs 9(Nine) chittaks** more or less together with 50 years old 1550 square feet structure cement flooring thereon comprising of ALL THAT piece and parcel of land measuring **6 cottahs 8 chittaks 5 square feet** within R.S. Dag No. 993 under R.S. Khatian No. 1590 and 1589 and Land measuring **5 cottahs 10 Chittaks 8 square feet** within R.S. Dag No. 994 under R.S. Khatian No. 1589 and 1590 and land measuring **2 cottahs 6 chittaks 32 square feet** within Dag No. 990/1295 under Khatian No.1847 all under Mouza : Purba Barisha, collectorate Touzi No. 235,237-240 J.L. No. 23, within the limits of the Kolkata Municipal Corporation in ward No. 123, being premises No. 97, Kailash Ghosh Road, formerly premises No. 180, Kailash Ghosh Road, under Police Station : Thakurpukur now Haridevpur, Kolakta-700008, in the District- South 24 Parganas, A.D.S.R Office Behala, D.S.R. Office

Alipore, Dist-24 Pgs(S), together with all other easement rights, facilities and amenities attached thereto, more fully described in the SCHEDULE- "A" hereunder written. Property Valued of Rs. 90,00,000/-(Rupees Ninety Lakhs) only.

4. NEW BUILDING:- Shall mean and include a multistoried building up to maximum permissible height to be constructed as per the sanctioned building plan to be obtained from the Kolkata Municipal Corporation.
5. BUILDING PLAN:- Shall mean the Plan, which shall be prepared by the Developer by his duly qualified architect in the name of the owners and signed by its authorized agent or Attorney and sanction to be obtained by the Developer from the Kolkata Municipal Corporation for construction of the proposed new building upon the said premises with such additions, alterations, modifications, revised in accordance with the building rules of the Kolkata Municipal Corporation as would be necessary by the Developer.
6. BUILT UP AREA : shall mean saleable space for the each unit.
7. COMMON SERVICE AREAS:- shall mean corridors, stairways, surrounding open spaces/passages, ways, pump room, overhead water tank, underground water reservoir, water pump, septic tank, roof and all other facilities attached to the said building.
8. SALEABLE SPACES:- shall mean all spaces in the new building available for the independent use and occupation.
9. ARCHITECT:- shall mean The person and/or the Firm to be appointed by the Developer for planning, designing and supervising the new building.
10. TRANSFEROR:- shall mean The Owners herein.
11. TRANSFeree:- shall mean The Purchaser/s who will purchase flats/spaces in the new building from the Developer and/or Owners.

12. **TRANSFER:-** shall mean transfer of proportionate undivided share/interest of land in the premises along with flats/car parking/unit.

**CHAPTER-II**

**AUTHORISATION:**

The owners hereby appoint and authorize the developer to construct the new building in accordance with the sanction plan at his own cost and initiative or through any other agency and / or nominee of his choice under his complete responsibility.

**CHAPTER-III**

**OWNERS' ALLOCATION**

The Owners of the First Part herein shall get total 8 flats, as per the details below:

- (A) The owner No. 1, Sri Ramendra Mohan Sen shall get 2BHK one flat No 1F, measuring 780 square feet built up area more or less at the **North-East** side on the **first floor** of the building ;
- (B) The owner No. 2, Smt. Sudha Rani Dutta shall get 2BHK one flat No. 2E, measuring 780 square feet built up area more or less at the **North-West** side on the **second floor** of the building ;
- (C) The owner No. 3, Smt. Kanan Prava Sen, Tapas Sen and Smt. Gouri Banerjee, Smt. Uma Pal jointly shall get 2BHK one flat No. 2A, measuring 820 square feet built up area more or less at the **southern side** on the **second floor** of the building ;
- (D) The owner No. 4, Smt. Pranati Sen and Subarna Sen jointly shall get one 2BHK flat No. 2B, measuring 780 square feet built up area more or less at the **southern side** on the **second floor** of the building and another 2BHK flat No. GC, measuring 780 square feet built up area

more or less on the **Ground floor** of the building ;

(E) The owner No. 5, Sri Bablu Bhowmik, Gautam Bhowmick and Smt. Tandra Dey jointly shall get 2BHK one flat No. 1B, measuring 780 square feet built up area more or less at the **southern** side on the **first floor** of the building ;

(F) The owner No. 6, N.S. Medcon Private Limited shall get 2BHK one flat No. 2F measuring 780 square feet built up area more or less at the **North East** side on the **second floor** of the building ;

(G) The owner No. 7, Sri Aniruddha Manna and Nivedita Roy jointly shall get 2BHK one flat No. 1E, measuring 780 square feet built up area at the **North East** side on the **first floor** side of the building ;

And 7(seven) covered car parking spaces measuring 120 square feet more or less each in the ground floor of the premises and the Developer shall pay a non refundable amount of Rs.4,00,000/- (Rupees four Lakhs) only to the owners at the time of registration of this Development agreement as follows:-

**owner No.1**, Sri Ramendra Mohan Sen shall get amount of Rs. 75,000/- (Rupees seventy five thousand) only,

**owner No.2**, Smt. Sudha Rani Dutta shall get amount of Rs. 50,000/- (Rupees fifty thousand) only,

**owner No.3(a)**, Smt. Kanan Prava Sen shall get amount of Rs.1,50,000/- (Rupees one Lakh fifty thousand) only,

**owner No.4(a)**, Smt. Pranati Sen shall get amount of Rs.75,000/- (Rupees seventy five thousand) only,

**owner No.7(b)**, Smt. Nivedita Roy shall get amount of Rs.50,000/- (Rupees fifty thousand) only, more fully and particularly described in the schedule "C" hereunder written.

The Owners allocation to be demarcated after execution and registration of deed of partition between the owners.

#### CHAPTER-IV

#### DEVELOPER'S ALLOCATION:-

The Developer of the other Part herein shall get the remaining portion of the newly constructed building, **except the owners' allocations** of the proposed building as herein above mentioned, together with undivided proportionate share of land of the said Premises along with proportionate share and/or right of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises morefully and particularly described in the schedule "D" as the Developer's Allocation.

#### CHAPTER-V

#### TIME

The Developer will deliver possession of the Owners' Allocation within **48(forty eight) months** from the date of execution and registration of development agreement, subject to the circumstances which may be beyond control of the Developer. In case of any reasonable difficulties and circumstances beyond control (i.e. act of god, war, banking financial crash etcetera) of the Developer, the completion time of the proposed building may be extended as mutually would be agreed upon by and between the parties hereto but in any event the said extended period shall not exceed **6 (Six) months** and in that case a prior notice in writing justifying the cause for such extension shall have to be given to the Owners by the Developer within stipulated period of this Developers Agreement. In the event of failure on expiry of the extended period of six months, in that circumstances the owners jointly shall have liberty to cancel the agreement without assigning any reason as time is the essence of contract.

**CHAPTER-VI**  
**OWNERS' OBLIGATION:-**

1. The Developer shall be entitled to construct and complete the new building strictly in accordance with the building plan, sanctioned by The Kolkata Municipal Corporation (S. S. Unit) without any interference or hindrance from the side of the Owners provided that the Developer shall use good quality of materials and expert and experienced masons and labours under an qualified and experienced Civil Engineer.
2. During the continuance of this Agreement the Owners will not let-out, grant, lease and mortgage and/or create any change in respect of the said property or any portion thereof without the consent in writing of the Developer and vice-versa.
3. During progress of the construction work on and upon the schedule "A" property land the representatives of owners herein shall not raise any disputes and under any circumstances whatsoever, save and except there is no violation of terms and conditions stipulated in this presents as well as in power of attorney executed jointly by the one part /owners in favour of the Developer. That, owners will also allow the Developer to commercially exploit the developer's allocation as per his sole discretion without the violation of the terms and conditions of this development agreement and power of attorney.
4. The Owners will execute a registered Development Power of Attorney in favour of the Developer authorizing to proceed with the construction as well as to enable the Developer to receive any advance/earnest money from any intending Purchaser/s against the Developer's allocation and also the balance of the purchase money against and to give good, valid receipt and discharge for the same which

will protect the Purchaser/s without seeing the application of the money and to sell and transfer the flat/car parking/spaces/unit, together with the undivided proportionate share/interest of land in the premises attributable to the Developer's Allocation and receive consideration therefore, to present any such conveyance/s for registration, to admit execution and receipt for registration and to admit execution and receipt of consideration before the competent Registration Authority for and to have the said Conveyance registered and to do all acts, deeds and things which the Developer as the attorney shall consider necessary for sale to the intending Purchaser/s and the said Developer shall bear the all cost/expenses for the registration of such Power of Attorney to be obtained from the Owners. The development power of attorney shall remain valid and operative till completion of the construction of the said building vis-a-vis to hand over the owner's allocation to the each owner as per specification mentioned in schedule "G" hereunder written and till the completion of registration of the deed of conveyances or any other deeds in respect of the developer's allocation in favour of the intending buyers. Provided that, the developer herein does not breach any of the terms of this instant agreement and does not work beyond the scope of the purported Development power of attorney in respect of the schedule "A" Property and at the event of the said breach or work done by the developers beyond the scope of purported Development power of attorney, the owners jointly at the liberty to rescind this instance agreement and revoke the purported Development powers of attorney as well, without prior notice to the developer for the details of breach of terms and condition.

5. The Developer will be entitled to deliver the flats and spaces pertaining to the Developer's Allocation to the Purchaser/s only after it deliver the Owners' Allocation to the Owners in complete

habitable conditions.

6. The Developer will be entitled to sell, convey and transfer the flat/space/car parking along with the undivided proportionate share of land in the premise attributable to the Developer's Allocation on the strength of the development Power of Attorney to be given by the Owners.

7. The Developer will be entitled to make publicity in front of the premises or in all possible manners for the benefit of commercial exploitation of the Developer's Allocation in the said building without creating any hindrance to the interest of the owners.

8. The developer shall have right to sign in the loan application forms for loans to any Bank or other financial institutions by mortgaging or pledging the developer's allocation in the proposed building in this regard the owner and their legal representatives shall not raise any objection, and at the same time the owners shall not be liable for such loan, subject to the condition that the same will not affect the interest of the owners in any whatsoever.

9. The Owners will deliver all original documents such as the Title Deeds of the said property, K.M.C. tax bills, Mutation Certificate and any other documents regarding the title of the said landed property to the said Developer, against a valid receipt and after construction of the building and disposing of the developer's allocation, the Developer will return back all the original documents to the owner or to the flat owner's association.

10. The Developer will have the sole and exclusive right to the debris, which comes out from the old structure.

11. The Owners shall deliver possession of the Schedule "A" property to the Developer **within one month** from the date of sanction plan of the



building subject to prior notice by the developer or after shifting of the owners.

12. The Owners declare that, save and except the Owners herein no other person have any right title and interest over the said premises. The Owners herein do hereby declare that, they will not raise any objection and discontentment towards their allocation.

13. The Owners declare that, there is no defect in the title of the said premises. Be it stated that after signing of this development agreement the developer will search through his advocate for clearance of title and thereafter if any factual defects are found in the title, the owners will be liable.

14. The Owners declares that, no other agreement whatsoever subsist in respect of the said premises and the owners shall not be entitled to sell, mortgage, hypothecate, assign, transfer, whatsoever in respect of the Schedule "A" property in future.

15. That, the developer shall pay house rent up to Rs.5,000/- (Rupees five thousand) only per month for each of the two separate accommodations for the owners No. 1 and 4 till delivery of owners' allocation.

### **CHAPTER-VII**

### **DEVELOPER'S OBLIGATION**

1. The Developer will bear all cost arising out of the construction of the proposed building, and cost of sanction plan, remuneration of labours, mistries, contractor and for other incidental till the completion of the project.

2. That during the period of the construction the Developer shall take all responsibilities of labour charges, cost of materials, accidents,

injuries etc. if any costs, expenses, loss and damages that may arise in respect of construction of the new building, the Owner shall not be responsible in any manner whatsoever and similarly the owner jointly and severally shall keep the Developer saved harmless and indemnified against any other claims, demands whatsoever over and in respect of the said premises in so far as it relates to the Developer's Allocation in the building.

3. The Developer herein, after handing over the owner's allocation shall get remaining portion of the proposed New Building together with proportionate share of land of the said Premises along with proportionate share and/or right, of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises as the Developer's Allocation.
4. The Developer indemnifies the Owner against all claims, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the said new building and/or accepting money from the intending purchaser in respect of the Developer's Allocation.
5. The Developer at its own cost will construct the new proposed building upto maximum permissible height as per sanctioned plan permitted and/or approved by the Kolkata Municipal Corporation and/or by the approval of any other competent authority if so required.
6. That, the design and the nature of the building and the materials to be used, shall be according to the standard quality and as per Specifications hereunder written.
7. That, the developer shall be authorized by the Owner to apply for and obtain temporary and also permanent connection of water,

electricity, telephone and other facilities required for the building.

8. All costs, charges and expenses including Architect's fees shall be discharged by the Developer and the owner shall have no responsibility in this context.

9. The aforesaid construction until and unless transferred to the transferees and/or allocated as provided herein, shall be held by the Developer.

10. That until completion of the new building the Developer shall hold possession of the said Schedule "A" Property. The developer shall pay the taxes to the KMC and all other statutory taxes, bills Khajna, etc till the start of construction work of the newly building.

11. The Developer shall bear all arrear taxes of the schedule property.

12. That, the developer shall provide completion certificate to be issued by the KMC in respect of the said new building to be constructed upon the schedule "A" property.

#### **CHAPTER-VIII**

#### **COMMON RESTRICTIONS**

1. Neither party shall use or permit to use their respective allocations or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupants of the entire new building.

2. Neither Party shall demolish or permit demolition of any wall or make any structural alteration to the new building after its construction is completed.

3. Both the Parties shall abide by all law, byelaws, rules & regulations of the competent authority in enjoying the occupation of the new building as per the settled provision of law.

4. Each party will jointly form association and/or common body to look after the maintenance of the new building.
5. Neither party shall use or permit to use their respective Allocations or any portions of the new building for storing articles which may be detrimental to the free ingress and egress to the new building or part thereof and may be injurious and obnoxious to the entire building.
6. Both parties will allow the said association or the common body to enter into their respective Allocations for maintenance of the new building upon giving a prior notice in writing.
7. All the parties /flat owners including the parties of the one part shall bear their respective statutory tax along with monthly maintenance charges for their respective unit from the date of possession or intimation from the Developer.

**CHAPTER-IX**  
**FORCE MAJORE**

1. The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations are prevented by the existence of a force majeure.
2. Force Majeure shall mean flood, earth quake, war, stream, tempest, civil commotion, and/or other act of god, beyond control of the developer.

**CHAPTER-X**  
**ARBITRATION**

In case of any dispute, differences or questions arising between the parties hereto with regard to this agreement the same shall be referred to an Arbitrator of common choice. In addition to Arbitration it may be

settled through proceedings of Civil Court or any other court, if so required.

**CHAPTER-XI**  
**JURISDICTION**

The Courts of Calcutta, South 24 Parganas having territorial and pecuniary jurisdiction over the said property and shall have the jurisdiction to entertain and determine all actions, suits and proceedings are arising out of these presents between the parties hereto.

**SCHEDULE "A" ABOVE REFERRED TO:**  
**(DESCRIPTION OF THE PROPERTY OF THE OWNERS)**

**ALL THAT** the piece and parcel of land measuring land measuring **14(fourteen) cottahs 9(Nine) chittaks** more or less together with 50 years old 1550 square feet structure cement flooring thereon comprising of **ALL THAT** piece and parcel of land measuring **6 cottahs 8 chittaks 5 square feet** within R.S. Dag No. 993 under R.S. Khatian No. 1590 and 1589 and Land measuring **5 cottahs 10 Chittaks 8 square feet** within R.S. Dag No. 994 under R.S. Khatian No. 1589 and 1590 and land measuring **2 cottahs 6 chittaks 32 square feet** within Dag No. 990/1295 under Khatian No.1847 all under Mouza : Purba Barisha, collectorate Touzi No. 235,237-240 J.L. No. 23, within the limits of the Kolkata Municipal Corporation in ward No. 123, being premises No. 97, Kailash Ghosh Road, formerly premises No. 180, Kailash Ghosh Road, under Police Station : Thakurpukur now Haridevpur, Kolakta-700008, in the District- South 24 Parganas, A.D.S.R Office Behala, D.S.R. Office Alipore, Dist-24 Pgs(S), together with all other easement rights, facilities and amenities attached thereto, which is butted and abounded as follows.