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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

(Signature)
 District Sub-Registrar-II
 Alipore, South 24 Parganas

6 JUL 2017

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made this the 06th Day of July 2017 (Two thousand and Seventeen).

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2695

No. Re. 5000/- Date.....

Name:

Address:

Vendor: *Mohankar*

Alipur Collectorate, 24 Pps. (S)

SUBRAMANIAM IAS

STAMP VENDOR

Alipur Police Court, Kol - 27

P. J.
Associate
Alipur Police Court
Kolkata - 27



District Sub-Register of
Alipore, South 24 Parganas

6 JUL 2017

*Handwritten by me,
Biswanath Paul
S/o B. Paul
of Alipur Police Court,
P.O. & P.S. Alipur,
Kolkata - 27*

DEVELOPER

(1) DR. SWAPAN KUMAR DATTA (PAN - AATPD6799G), Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, Residing at, Rajiv Gandhi Chowk, P.O.- Bilaspur, P.S.- Civil Line Bilaspur, Dist.- Bilaspur, Chhattisgarh - 495001, (2) SMT. RATNA K KUMAR (PAN - AAVDPK5604V), Wife of, Ashish Kumar, Daughter of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, G-21/04'A', Third Floor, Main Market Rainuri Garden P.O. - Rainuri Garden. P.S.- Rainuri Garden. New Delhi - 110027, (3) SMT. PRATIMA DATTA (PAN - AHEPD3934F), Wife of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, Sadar Bazaar Balod, P.O.- Balod, P.S.- Balod, Dist.- Durg, Chhattisgarh - 491226, (4) DR. SUSHANT KUMAR DATTA (PAN - ACQPD9347M), Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, Residing at Sadar Bazaar Balod P.O. - Balod P.S. - Balod Dist - Durg Chhattisgarh- 491226, (5) SMT. TANDRA ROY (PAN - ADEPR2629F), Wife of, Ashit Kumar Roy, Daughter of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, P-234, B-1-A, Bangur Avenue, P.O.- Bangur Avenue, P.S.- Lake Town, Kolkata- 700055, Dist.- 24 Parganas (N), All are by faith - Hindu, by Nationality - Indian, hereinafter jointly called and referred to as the "OWNERS" (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, successors, executors, representatives, administrators, and assigns) of the ONE PART.

AND

NEEMA CONSTRUCTION (PAN-ADEPD00130E), having its registered office at, 2nd, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station - Haridevpur, Kolkata 700082 represented by its Sole Proprietor SRI GAUTAM BHATTACHARYA (PAN-AGEPB8150E), son of, Late Kalipada Bhattacharjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata - 700082, hereinafter referred to as the DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors successors administrators, representatives and/or assigns) of the OTHER PART;

Whereas One Dr. Santosh Kumar Datta the demised father of the OWNERS herein was Purchased and became the Sole Owner of the First Schedule mentioned property, i.e. land measuring about 02 Cottahs 10 Chattaks 35 Sq. Ft., under Mouza-Syedpur, R.S. Dag No. 137, 137/023, & R.S. Khatun NO. 311, 10021 NO. 23, P.S. NO. 193, J.L. No.-12, being KMC Premises No. 816, Motilal Gupta Road (Holding No. was 217/3031 D.C. - Initially Behala thereafter Thakurnukur. at present Haridevpur. Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-461, by virtue of a registered Bengali Sale Deed, dated 30.01.1987, which was duly registered in the Office of District Registrar, Alipore and recorded in Book No. 1, in the year 1987, from Smt. Soma Mukherjee, for a consideration amount which was stated therein, and possessed the said property without any liabilities and encumbrances.

And Whereas after the death of said Dr. Santosh Kumar Datta, the OWNERS herein became the Joint Owners of the First Schedule mentioned property, i.e. land measuring about 02 Cottahs 10 Chattaks 35 Sq. Ft., by way of inheritance and is in possession/enjoying the said property without any liabilities and encumbrances;

And whereas the property is not yielding any profit or benefits to the OWNERS ~~and the~~ OWNERS also decided to develop the said property by doing construction of building on the said property;

And whereas having no requisite ~~land~~, experience or workmanship, the OWNERS ultimately decided to place the responsibility for development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed building/ buildings till completion.

And whereas the developer above named took inspection of the said property ~~and when the developer~~ ~~agreed to~~ take the responsibility for development of the proposed building/buildings till completion at his costs and responsibilities and the

parties accepted the proposal of this agreement for development of the property on the following terms and conditions:-

At or before the execution of this agreement the OWNERS has assured and represented the Developer as follows:

The OWNERS are the Joint OWNERS of all that piece or parcel of land measuring about 02 Cottahs 10 Chattaks 35 Sq. Ft. of the scheduled property which is lying and situated, under ~~Munim~~ ~~System~~ ~~P.S. No. 127~~ ~~127/628~~ ~~P. S. Khatia No. 211~~ ~~Town No. 23~~, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 816, Motilal Gupta Road (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present ~~Manikpur, Ward No.- 122, Kolkata-700012, within the Municipal Limits of the Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-00-461~~ more fully described in the FIRST SCHEDULE hereunder.

- a) The abstract of title of the OWNERS to the said premises as mentioned ~~hereinafter~~ are true and correct.
- b) The OWNERS have paid all taxes to the KMC and other outgoings and impositions in respect of the said premises up-to-date.
- c) ~~The OWNERS is in peaceful and possession of the said premises.~~
- d) There are no suits and/or legal proceedings and/or litigations pending in any court involving the question of title to the said premises or any part thereof involving the OWNERS. Neither there is any separate agreement/agreements ~~with any other person relating to the said premises.~~
- e) There are no arrears of taxes and/or dues of the OWNERS with the Income Tax, Wealth Tax, Gift Tax and/or other appropriate body or authorities that may affect Said Premises in any manner whatsoever. Neither the Said Premises nor ~~any part thereof~~ has been attached under any Decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand.

- f) There are no impediments or bar under any law or statute as on the date of this Agreement by which the OWNERS is prevented from selling or transferring her right, title, and interest in the Said Premises and as such the OWNERS is entitled to execute the necessary deeds of Conveyance in favour of the Developer and/or the Purchaser/s of the developer's allocation as the case may be, in respect of the Said Building. Further the OWNERS have not in any way dealt with the Said Premises whereby the right, title, and interest of the OWNERS as to the Ownership, use, development and enjoyment thereof or it may be affected in any manner whatsoever.
- g) The Said Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the OWNERS.
- h) The Said Premises is free from all mortgages, charges, loan, lien, liendens, attachments, acquisitions, requisitions and any other encumbrances whatsoever.
- i) The OWNERS is fully and sufficiently entitled to enter into this Agreement.

Relying on the aforesaid representations and believing the same to be true and after examining all the documents and after consulting the relevant officers the Developer is satisfied about the marketability of the title of the OWNERS in the said property and accordingly the Developer has agreed to develop the Said Premises, to complete the Said Building and do the works on the terms mentioned hereunder.

DEFINITIONS.

The terms in these presents shall unless contrary or repugnant to the context, mean and include the following:

2.1. ADVOCATE: shall mean Sri Biswambar Paul, Advocate, Alipore Criminal Court of 232/68, Mahatma Gandhi Road, Kolkata-700104, to act on behalf of the Developer.

2.2. SAID PREMISES: shall mean and include **ALL THAT** piece or parcel of land measuring about 02 Cottahs 10 Chattaks 35 Sq. Ft., which is lying and situated under Mouza- Syedpur, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 816, Motilal Gupta Road (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Farganas(S), ADSR Behala, Assessee No. 41-122-08-09-461, more fully described in the FIRST SCHEDULE hereunder.

2.3. DEVELOPMENT AGREEMENT: shall mean this Agreement with such modifications and/or alterations as may be mutually agreed upon.

2.4. OWNERS: shall mean and include (1) **DR. SWAPAN KUMAR DATTA (PAN – AATPD6799G)**, Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, Residing at, Rajiv Gandhi Chowk, P.O.- Bilaspur, P.S.- Civil Line Bilaspur, Dist.- Bilaspur, Chhattisgarh - 495001, (2) **SMT. RATNA K KUMAR (PAN – AMHPK5604M)**, Wife of, Krishan Kumar, Daughter of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, G-21/04'A', Third Floor, Main Market, Rajouri Garden, P.O.- Rajouri Garden, P.S.- Rajouri Garden, New Delhi – 110027, (3) **SMT. PRATIMA DATTA (PAN – AHEPD3934F)**, Wife of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, Sadar Bazaar Balod, P.O.- Balod, P.S.- Balod, Dist.- Balod, Chhattisgarh – 491226, (4) **SUSHANT KUMAR DATTA (PAN – ACQPD9347M)**, Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, Residing at, Sadar Bazaar Balod, P.O.- Balod, P.S.- Balod, Dist.- Balod, Chhattisgarh- 491226, (5) **SMT. TANDRA ROY (PAN – ADEPR2629F)**, Wife of, Ashit Kumar Roy, Daughter of, Late Dr. Santosh Kumar Datta, Residing at, p-234, bl-A, Bangur Avenue, P.O.- Bangur Avenue, P.S.- Lake Town, Kolkata- 700055, and their legal heirs, executors, administrators, successors, legal representatives and assigns.

2.5. DEVELOPER: shall mean and include **NILIMA CONSTRUCTION**, having its registered office at 246, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station –



Government of West Bengal

Office of the D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

Query No / Year	16020000959164/2017	Serial No/Year	1602006239/2017
Transaction id	0001220583	Date of Receipt	06/07/2017 1:39PM
Deed No / Year	I - 160206060 / 2017		
Presentant Name	Shri GAUTAM BHATTACHARYA		
Land Lord	Dr SWAPAN KUMAR DATTA, Smt RATNA K KUMAR, Smt PRATIMA DATTA, Dr SUSHANT KUMAR DATTA, Smt TANDRA ROY		
Developer	NILIMA CONSTRUCTION		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Total Setforth Value	Rs. 1/-	Market Value	Rs. 50,79,861/-
Stamp Duty Paid	Rs. 5,000/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	324/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	Subhankar Das	2695	05/07/2017	5,000/-

Other Fees Paid (Break up as below)

By Cash		Amount in Rs.
Standard User Charge		324/-

*Total Amount Received by Cash Rs. 324/-

(Rina Chaudhury)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D S R - I
I SOUTH 24-PARGANAS

Haridevpur, Kolkata 700082, represented by its Sole Proprietor **SRI GAUTAM BHATTACHARYA (PAN-AGEPB8150E)**, son of, Late Kalipada Bhattacharjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata -700082, and his legal heirs, executors, administrators, legal representatives, and assigns.

2.6. SAID PLAN: shall mean the plan/s which may be sanctioned by the Kolkata Municipal Corporation with such modifications and/or alterations as may be required, or which may be made and prepared by the Developer from time to time in the Said Premises.

2.7. SAID BUILDING: shall mean the G+4 storied building to be constructed in the Said Premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation consisting of self contained flats/apartments/units/car parking spaces capable of being held and/or transferred and/or used and enjoyed independently of each other. The said proposed building name will be PRATIMA HEIGHT.

2.8. ARCHITECT: shall mean such qualified person/s who may be appointed by the Developer for the purpose of undertaking the preparation of the Said Plan and causing the same to be sanctioned by the Kolkata Municipal Corporation and also for carrying out the supervision and management of the construction of the Said Building at the Said Premises.

2.9. SPECIFICATIONS: shall mean the specifications of the materials to be used in course of construction of the Said Building more fully described in the FOURTH SCHEDULE hereunder written.

2.10. UNIT: shall mean and include the flat or other constructed area in the Said Building, which is capable of being exclusively owned, used and/or enjoyed by any unit OWNERS.

2.11. COMMON AREAS & FACILITIES: shall mean and include such common areas and installations in the building and the premises, after the development, like staircases,

landings, passages, path ways, water pump and common electrical and plumbing installations as may be decided and/or provided by the Developer.

2.12. FORCE MAIEURE: shall include natural calamities, Act of God, flood, earthquake, riot, war, storm, tempest, civil commotion, civil war, air raid, strike, notice, injunction or prohibitory order from Corporation (not due to deviation from plan by the Developer) or any other statutory body or any court, government regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part of portion thereof, shortage of essential commodities in the market and/or any circumstances beyond the control of the Developer,

2.13. FLAT OWNERS: shall according to its context, mean all persons who acquire and own different units in the Said Building including the OWNERS.

2.14. PROPORTION: with all its cognate variations shall mean such ratio, the covered area of any unit or units be in relation to the covered areas of all the units in the Said Building.

2.15. Word importing singular shall include plural and vice-versa, words importing masculine gender shall include feminine gender and neuter gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

3. DEVELOPMENT RIGHTS AND COMMENCEMENT:

This Agreement is effective from the date of execution of this Agreement (hereinafter called "the COMMENCEMENT DATE") and shall remain valid till such time all the flats are not sold and handed over to the purchasers of the OWNERS and the Developer's Allocation and/or earlier determination thereof.

4. PERMISSION TO CONSTRUCT:

In consideration of the terms and conditions herein after provide and subject to the terms and condition as are herein contained the OWNERS hereby grant exclusive right

of Development of the Said Premises whereby and where under the Developer shall be entitled to and is hereby authorized and empowered to *construct, erect and complete* the Said Building in the Said Premises PROVIDED HOWEVER nothing herein contained shall be construed as delivery of possession in part performance of the contract within the meaning of Section 53A of the Transfer of Property Act and such transfer shall be effective only on conclusion of this Agreement stipulated herein.

5. PLAN AND LICENSE:

5.1. The Developer at his own costs shall cause the said map or plan to be sanctioned in the name of the OWNERS and for the purpose of sanctioning of the Said Plan the Developer shall be entitled to obtain all necessary permissions approval and/or sanctions as may be necessary or be required from time to time. It is specifically agreed that the Developer will submit the building Plan to KMC within 60 days from the date of execution of these agreement and arrange to deposit fees for sanction of the plan to KMC within 15 days from the date of its demand.

5.2. The OWNERS hereby agree to sign the Said map or plan and all other necessary papers as may be required from time to time to enable the Developer & will hand over all original Deeds and documents related to the First Schedule mentioned property to the Developer, for smooth construction of proposed building, like to obtain the sanction of the Said Plan and to obtain all necessary permissions and/or approvals and/or sanctions as may be necessary or to be required from time to time.

6.CONSTRUCTION

6.1 OWNERS here by authorize and empower the Developer and the Developer hereby agrees and undertakes to construct erect and complete the said Building in accordance with the Said Plan to be sanctioned by the Kolkata Municipal Corporation with all internal and external services amenities fittings and fixtures etc.

6.2 It is hereby agreed by and between the parties hereto that the said building shall be constructed erected and complete in accordance with the specifications more fully

and particularly described in the FORTH SCHEDULE hereunder written and as may be approved by the Architect.

6.3 It is also hereby agreed by and between the parties hereto that all problems relating Land Acquisition, amalgamation of two plots, acquisition of front portion of the schedule land, any other challenges relating to the development work at the First Schedule mentioned property will be handled by the Developer, for smooth construction of proposed building.

6.4 That It is also hereby agreed by and between the parties hereto that the Developer herein shall have ample power to mortgage/lien entire/part of the schedule mentioned property (to the extent of the Developer's Allocations only), before any Bank or Financial institute/NBFC for taking mortgage loan/financial support/assistance from the said Bank/Financial institute/ NBFC for smooth sailing of the proposed construction work, on behalf of us.

6.5 The entire cost of construction, erection, amenities in connection thereto and completion of the Said Building to be constructed in the Said Premises as specified in the FORTH SCHEDULE including the area falling to the share of the OWNERS' allocation shall be borne by the Developer. Such costs shall include costs of all overheads regarding construction, price rise in the cost of materials used for construction, fees, and charges payable to the Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The OWNERS however shall not be required and/or liable to contribute any amount in that account. The OWNERS shall bear and pay the cost for installation of the electric meter, connections, security deposit for the meter proportionately in respect of the OWNERS' Allocation and proportionate cost of the Generator and its accessories, if any, installed in the Said Building.

6.6 Unless prevented by any authority/s or any Government agency or by any order from any competent Court of Law and/or by any circumstances beyond the control of the Developer, the Developer shall complete the Said Building within 18 months from the date of obtaining the sanctioned building plan from the KMC and the Developer is

receiving the aforesaid land in the basis of present scenario. If there are any encroachment or physical litigation the developer will clear up same at his own responsibility. The time stipulation in this regards shall be the essence of contract.

7. OWNERS' ALLOCATION:

7.1. In consideration of the OWNERS having agreed to permit the Developer to commercially exploit the Said Premises by constructing and erecting the Said Building in accordance with the building plan to be sanctioned by the KOLKATA MUNICIPAL CORPORATION with such modification or alterations as may be required or made by the Developer, subject to approval of KMC. It is distinctly agreed and understood by and between the parties herein at the very initial stage that the OWNERS shall be allotted entire 1st and 3rd floor flats and 50% of the Ground floor from the North-East portion of the total constructed area of the proposed G+4 storied building as per the KMC sanctioned plan, and TOGETHER WITH the undivided proportionate impartible share and/or interest in the land comprised in the Said premises and right over the common areas, facilities, amenities, and the Said allocation is hereinafter called "the OWNERS' ALLOCATION". If the KMC allows to construct further floor or floors in the said land the OWNERS' allocation in that event shall include 50% of such extended area.

8. DEVELOPER'S ALLOCATION:

8.1. The Developer shall be exclusively entitled to the entire 2nd & 4th floor of the proposed G+4 storied building, in the Said Building after allotting the OWNERS' Allocation and 50% of the Ground Floor from the South-East portion of the total constructed area of the proposed G+4 storied building as per the KMC sanctioned plan, that means 12.5 feet metal road facing (Which is the opp. Portion of the land of Mr. Natta), All Car Parking and Shops will be divided in this way as per terms and conditions mentioned herein.

TOGETHER WITH the proportionate undivided impartible share and/or interest in the land in the Said Building proportionate to the Developer's Allocation, as sanctioned by the KOLKATA MUNICIPAL CORPORATION as per building rules and regulation.

9. OWNERS' OBLIGATION:

9.1. Simultaneously with the execution of this agreement, the OWNERS' shall handover the original documents of title and other papers relating to the Said Premises to the Developer under accountable receipt, which will be returned to the Association of the flat OWNERS after completion of the Said Building.

9.2. The OWNERS shall execute and register a Development Power of Attorney in favour of the Developer in terms of this Agreement to execute, sale, transfer flats to the purchaser and to act all the necessary dealing with related authorities on behalf of the land OWNERS and the said Power of Attorney shall continue to be remain in full force so long as this Agreement shall subsists and till such time all the flats/units are not handed over to the Purchaser/s of the Developer's allocation.

9.3. The OWNERS shall sign and execute all necessary applications papers documents and to do all such acts deeds and things as the Developer may require in order to legally and effectually vest in the Developer or the Purchasers of the Developer's Allocation in the Said Premises and completing the construction erection and completion of the Said Building in accordance with the Sanctioned Building Plan.

9.5. The OWNERS hereby undertake that they shall not cause any hindrance in the construction of the Said Building at the Said Premises and further undertakes not to take any action whereby and where under the smooth construction of the Said Building is disturbed unless the Developer creates anything detrimental to the development.

9.6. The OWNERS shall enter into Agreement for Sale or transfer in respect of the OWNERS' Allocation only as stated hereinbefore.

9.7. The OWNERS shall not cancel or rescind this Agreement till such time the Said Building is completed in all respect and all the flats/units are handed over to the purchaser/s of the Developer's Allocation PROVIDED HOWEVER the Developer performs all his duties in terms of this Development Agreement.

9.8. The OWNERS hereby undertakes that they shall be allotted entire 1st and 3rd floor flats and 50% of the Ground floor, North-East portion of the constructed area of the proposed building as per the sanctioned plan by KMC in the manner stated herein above.

10. DEVELOPER'S OBLIGATION:

10.1. The OWNERS already put the Developer in symbolic possession of the Said Premises and the Developer shall have right to enter upon the Said Premises with OWNERS' permission and do soil testing, survey of the Said Premises and all other preparatory works, as may be necessary for the preparation, submission obtaining sanction of the building plans at the costs and expenses of the Developer.

10.2. The Developer shall complete the construction of the Said Building or complete the OWNERS' Allocation within a period of 18 months from the date of obtaining the building plan duly sanctioned by the KOLKATA MUNICIPAL CORPORATION and the Developer is receiving the aforesaid land in the basis of present scenario. If there are any encroachment or physical litigation the developer will clear up same at his own responsibility. However, due to force majeure or any other reasons beyond the control of the Developer, if the Developer fails to complete the Said Building within the stipulated period mentioned hereinabove and if it is found that the building is substantially completed within the period and some minor work is unfinished, in that event the OWNERS shall extend the period up to further 6 (six) months for completion.

10.3. The Developer shall first handover the OWNERS' Allocation to the OWNERS complete in all respect including sanitary and other fittings as more fully described in the SECOND SCHEDULE hereunder written and thereafter shall be entitled to handover possession of the Developer's Allocation to the intending Purchaser/s of flats as per agreement with the OWNERS. The Developer shall use good quality materials, fixtures, and fittings for constructing the Said Building as prescribed by the Architect.