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certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

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Sub-Registrar
Kolkata, South 24 Parganas

**DEED OF AGREEMENT FOR DEVELOPMENT
AND DEVELOPMENT POWER OF ATTORNEY**

THIS DEED OF AGREEMENT FOR DEVELOPMENT is made on this the 25th day of September 2017 (Two Thousand and Seventeen)

BETWEEN

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(1) **SRI ARUN KUMAR CHATTERJEE**, PAN BBDPC9626D, son of Late Uttam Chatterjee, by occupation – Business, residing at 41/10, Sarsuna Main Road, P.O. & Police Station – Sarsuna, Kolkata - 700061 and (2) **SMT. ANINDITA CHAKRABORTY**, PAN AKKPC0749E, wife of Ashish Chakraborty and married daughter of Late Uttam Chatterjee, by occupation – Housewife, residing at 4/4, Kastodanga Road, P.O. & Police Station – Sarsuna, Kolkata – 700061, both by Nationality - Indian, both by Religion Hindu, hereinafter jointly called and referred to as the **OWNERS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A—N—D

SHRI CHANDAN MONDAL, PAN AKFPM0904F, son of Late Kanai Lal Mondal, by Nationality Indian, by faith Hindu, by occupation Business, residing at 50C, Becharam Chatterjee Road, Police Station Parnasree, Kolkata – 700 034, District South 24-Parganas, hereinafter called and referred to as the **DEVELOPER/ SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors, successors-in-office and/or assigns) of the **OTHER PART**.

WHEREAS originally one Shakti Ranjan Chatterjee (since deceased), son of Late Priyanath Chatterjee of Jadav Ghosh Road, Sarsuna, Calcutta was the absolute owner by way of purchase **ALL THAT** piece and parcel of Danga Land

measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia being Holding No. 41, Sarsuna Main Road of the then South Suburban Municipality under Police Station formerly Behala in the District of previously 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto from its previous owners Sri Jayat Sen Ghosh and Sri Ramat Sen Ghosh of 25, Baranasi Ghosh Street, Calcutta - 700007 by virtue of one Deed of Sale (Bengali Kobala) dated 22nd May, 1959 corresponding to Bengali Calendar 7 'Jaistha' 1366 B.S. The said Deed of Sale was registered in the Office of the S.R. Alipore and recorded in Book No. I, Volume No. 88, Pages 109 – 117, being Deed No. 4969 for the year 1959 free from all encumbrances.

AND WHEREAS since after acquiring right, title and interest in the aforesaid manner, the said Shakti Ranjan Chatterjee recorded and/or mutated his name in the record of the then local South Suburban Municipality in respect of the said land measuring more or less 8 Cottahs 14 Chittaks 19 Sq.ft. and seized and possessed the said property by the payment of necessary rates and taxes to the concerned authority after construction of a Dwelling Unit over the said property. Subsequently in the Assessment Record of the Kolkata Municipal Corporation the said property had been recorded in the name of said Shakti Ranjan Chatterjee under Assessee No. 411271500675 being Municipal Premises No. 215,

Sarsuna Main Road (Mailing Address : 41/10, Sarsuna Main Road, Kolkata - 700061) within Ward No. 127 of the Kolkata Municipal Corporation.

AND WHEREAS while thus seized and possessed the said property as absolute owner thereof the said Shakti Ranjan Chatterjee died intestate on 02.01.1993 leaving behind his wife Sunity Chatterjee and only son namely Uttam Chatterjee as his legal heirs and successors who inherited the deceased property jointly as per the law of inheritance under the provision of Hindu Succession Act, 1956 each having undivided equal share in the said property.

AND WHEREAS after demise of the said Shakti Ranjan Chatterjee, his above named wife and son namely Sunity Chatterjee and Uttam Chatterjee (both are now deceased), became the joint owners of **ALL THAT** piece and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. together with Two Storied Building standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia within the local limit of the then South Suburban Municipality at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur in the District of previously 24-Parganas now South 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto.

AND WHEREAS during joint enjoyment of the said property the said son of Shakti Ranjan Chatterjee namely Uttam Chatterjee died intestate on 23.11.2007 leaving behind his mother Sunity Chatterjee (since deceased), his wife namely Smt. Chandana Chatterjee only son Arun Kumar Chatterjee and one married daughter namely Smt. Anindita Chakraborty as his legal heir, heiresses and successors to inherit her undivided $\frac{1}{2}$ share in the said property.

AND WHEREAS thereafter the said Sunity Chatterjee also died intestate on 12.09.2016 and after her death the undivided share of Sunity Chatterjee in the said property devolved upon said Smt. Chandana Chatterjee, Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty as per the law of inheritance under the provision of Hindu Succession Act, 1956.

AND WHEREAS thus by right of inheritance the said Smt. Chandana Chatterjee, Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Donor and the Donees herein became the joint owners and/or well and sufficiently to **ALL THAT** piece and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with Two Storied Building totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being

Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto and they are now enjoying and possessing the said property by paying relevant rates and taxes to the concerned authority in respect of the said property each having undivided 1/3rd share in the said property.

AND WHEREAS during joint enjoyment of the said property the said Smt. Chandana Chatterjee out of her natural love and affection towards her own son and daughter respectively by a Deed of Gift executed on 24.07.2017 gifted, granted and transferred her undivided and undemarcated 1/3rd share in the said property i.e. undivided and undemarcated 1/3rd share of land measuring more or less 2 Cottahs 15 Chittaks 21.33 Sq.ft. or 2136.33 Sq.ft. out of the total land measuring 8 Cottahs 14 Chittaks 19 Sq.ft. or 6409 Sq.ft. together with undivided 1/3rd share of Two Storied Building measuring more or less 333 Sq.ft. out of which Ground Floor measuring more or less 200 Sq.ft. and First Floor measuring 133 Sq.ft. being portion of total Building measuring more or less 1000 Sq.ft. (Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft.) standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana

Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with all other easements rights appurtenant thereto unto and in favour of Sri Gopal Roy and Sri Amar Roy, the Owners/First Party herein absolutely and forever. The said Deed of Gift was registered in the Office of the Addl. District Sub-Registrar of Behala and entered into in Book No. I, Volume No. 1607-2017, Page from 193314 to 193344, being No. 160706560 for the year 2017.

AND WHEREAS thus partly by right of inheritance and partly by way of aforesaid Deed of Gift, the said Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Owners/First Party herein became the joint owners absolutely seized and possessed and/or well and sufficiently entitled to **ALL THAT** piece and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with Two Storied Building totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main

Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas with the benefit of existing wide Road adjacent to the said property **TOGETHER WITH** all boundary walls, areas, sewers, drains, paths, passages, water connection, electricity connection and all manner of ancient and other rights, lights, liberties, easements, privileges, emoluments, appurtenances, advantages whatsoever standing and being in or upon or belonging thereto or any part thereof, as more fully mentioned in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "**Said Property**".

AND WHEREAS the Owners/First Party herein while thus were/are in peaceful khas possession, occupation and enjoyment of the said landed property, as mentioned in the First Schedule hereunder written, have decided to cause to be erected Building upon the said land by demolishing the existing structure and thereafter to construct a building with several self contained flat/s. But due to paucity of fund the Owner could not materialize their intention. Thus they have taken a decision to develop the said property by and/or through an experienced Developer at the costs and expenses of the Developer.

AND WHEREAS having relied upon the representation aforesaid made by the Owners, the Developer/Second Party herein have discussed with the Owners the terms and

conditions on which development of the said premises can be undertaken from his ready fund.

AND WHEREAS the Developer/Second Party herein upon the representation made by the Owners have agreed to build a new building for commercial venture as per plan to be sanctioned by the Kolkata Municipal Corporation and as per specification with the floor plans, elevation, sections made in compliance with the statutory requirement in the said plot of land at the cost to be paid by the Developer and/or received or obtained from time to time from the intending Purchaser/s of the flats or apartments and other spaces to be constructed and will be comprised in the said new building as shown in the plan.

AND WHEREAS now the Owners/First Party herein agreed to enter into an Agreement for Development for their property at Municipal Premises No. 215, Sarsuna Main Road within Ward No. 127 of the Kolkata Municipal Corporation, P.S. Sarsuna, Kolkata – 700061 with the following terms and conditions as hereinafter appearing.

NOW THESE PRESENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE -I, DEFINITION

1. **PROPERTY** – shall mean **ALL THAT** piece and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with Two Storied Building totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more

or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas with the benefit of existing wide Road adjacent to the said property **TOGETHER WITH** all boundary walls, areas, sewers, drains, paths, passages, water connection, electricity connection and all manner of ancient and other rights, lights, liberties, easements, privileges, emoluments, appurtenances, advantages whatsoever standing and being in or upon or belonging thereto or any part thereof, and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

2. **BUILDING** : Shall mean **G+IV** Storied building/structure or super structures intended to be constructed on the said property and shall mean all meter room, pump room, open/covered spaces intended for the enjoyment of the occupants of the said building including all its easements appurtenances and appendages.

3. **BUILDING PLAN** :

Shall mean the Plan which shall be prepared by the Developer duly signed by the Owner herein and sanction by the Developer from the Kolkata Municipal Corporation and

shall include any alteration, modification, revise in accordance with the building rules of the Kolkata Municipal Corporation.

4. **OWNERS' ALLOCATION** -

a) After construction of the said **G+IV** Storied Building over the said property as per the sanctioned Building Plan of the K.M.C., the Developer at the first instance shall provide 50% F.A.R. out of total 100% F.A.R. including Stairs & Lift as are available in the Sanctioned Building Plan to the Owners/First Party herein. The Owners' Allocations shall be allotted in the following manner :

In the Ground Floor	The Owners shall get one 1BHK Flat measuring more or less 421 Sq.ft. Built up area on the Western Side along with Two Shop Rooms measuring more or less 300 Sq.ft. on the South-West Side and 3 (three) Nos. of Garage Spaces totally measuring more or less 461 Sq.ft.
In the First Floor	The Owners shall get Entire First Floor measuring more or less 3200 Sq.ft. Built up area.
In the Second Floor	The Owners shall get 1BHK Flat measuring more or less 350 Sq.ft. on the Eastern Side.
In the Third Floor	The Owners shall get one 3BHK Flat measuring more or less 1160 Sq.ft. Built up area on the South-East Side and one 2BHK Flat measuring more or less 948 Sq.ft. Built up area on the North-East Side.
In the Fourth Floor	The Owners shall get one 3BHK Flat measuring more or less 1160 Sq.ft. Built up area on the South-East Side.

The above allocations shall be provided with undivided proportionate share of land in the said premises and all rights and privileges in common areas and facilities as are provided in the Said Building as well as in the Said Premises.

b. A Supplementary Agreement shall be made after getting the plan duly sanctioned by the Kolkata Municipal

Corporation wherein the Developer/Second Party shall allocate the Flat/Flats/Units in floor wise including measurement of the each Flat, Car Parking Spaces and other spaces both covered and uncovered in Owners' allocation of the said building to be constructed in the said premises.

c. In case before handing over possession of the Owners' allocation by joint measurement if it is found that the Owners' allocation is less than 50% in that event the Developer/Second Party shall simultaneously with the handing over possession of the Owners allocations pay to the Owners the then prevailing market rate and vice-versa. The Owners shall have option to purchase the excess allocation at the rate of the then prevailing market rate.

d. The Building to be constructed on the said property shall be completed within 30 (Thirty) months from the date of sanction of the Building plan and the time shall be essence of this contract **PROVIDED** the Owners shall handover the khas possession of the said property to the Developer as per requirement of the Developer.

e. The above allocations shall be treated as the total price for the sale of undivided proportionate share of land attributable to the Developer's Allocation in the said Building which shall be conveyed and transferred by the Owners in favour of the Developer or its nominee/s.

f. Except the above the Owners shall not claim or demand any areas in the building to be constructed in the said property or shall not demand any further amount for the

sale of flat/s, other spaces within the Developer's allocation of the said building.

g. The Owners' allocation is more fully mentioned in the Second Schedule hereunder written.

5. **DEVELOPER'S ALLOCATION** : shall mean the remaining constructed area of the said building to be ~~constructed~~ at the said property after allocation to the Owners including proportionate share of land and common facilities and absolute right to enter into agreement for sale or any type of transfer, lease or in any way deal with the same as the absolute Owners thereof in the manner hereinafter provided.

6. **ENGINEER/ ARCHITECT** -Shall mean such person or persons may be appointed by the Developer for supervising the construction of the building and act as per the Kolkata Municipal Corporation Building rules.

7. **BUILDING PLAN** : Shall mean such plan prepared by the Architect appointed by the Developer and to be sanctioned by the Kolkata Municipal Corporation after approval of the Owners.

8. **COMMON EXPENSES** : Shall mean and include proportionate share of the costs, charges and expenses for working, maintenance upkeep, repair and replacement of the Common parts.

9. **COMMON AREAS AND COMMON FACILITIES** : Shall include corridors, stairways, passageways, common

toilets, pump room, roof, water pump and motor and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment, provision, maintenance and/ or management of the building which shall always remain as joint property of the Owners and the Developer and/or their respective nominee or nominees.

10. **SALEABLE SPACE** : Shall mean the space in the new Building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof and after providing the Owners' Allocation in the proposed building to be constructed over the First Schedule property.

11. **TRANSFER** : with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried building to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the Owner.

12. **TRANSFeree** : Shall mean a person, firm, limited company, association of persons to whom any space in the building will be transferred.

13. **WORDS** : Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words

importing neuter gender shall include masculine and feminine genders.

14. **ASSOCIATION** : shall mean the association to be formed by the Flat/Unit Owners' for the purpose of maintenance of the new building and the property and for collecting the common expenses provided that until such Association is formed, the Developer/Second Party would be entitled to manage and/or maintain the new building and property to collect the common expenses.

15. **ADVOCATE** : shall mean the Advocate and Legal Practitioner as will be appointed by the Developer/Second Party herein for this Project.

ARTICLE - II, COMMENCEMENT

1. This agreement shall be deemed to have commenced with effect from the date of signing of this agreement and time is the essence of the contract.

ARTICLE - III

OWNERS' RIGHTS AND REPRESENTATION

1. The Owners are solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said property and agreed to make over and deliver to the Developer the possession of the said Property for the purpose of the development (including preliminary work) on the terms and conditions hereinafter stated.

2. The Owners have a good, clear absolute marketable title over the said property to enter into this agreement with Developer.
3. None else other than the Owners have any claims, right, title and / or demand over and in respect of the said Property and / or any portion thereof.
4. That the said Property is presently under the occupation of the Owners and is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisition or requisition whatsoever or howsoever.
5. No notice of acquisition has been received or has been served upon the Owners not the Owners are aware of any such notice or order of acquisition or requisition in respect of the said Property.
6. That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof.
7. The names of the Owners are not recorded in the Assessment Register of the Kolkata Municipal Corporation in respect of the said property and the Developer shall arrange to mutate the names of the Owners in the record of the Kolkata Municipal Corporation in respect of the said property by his own efforts and expenses.
8. The Owners hereby whole heartedly agreed to extend their good hands of co-operation in all respects to facilitate the Developer to proceed with the work of construction for erection of Building without any interruption.

ARTICLE – IV, DEVELOPER’S RIGHTS

1. The Owners hereby grant subject to what have been hereunder provided exclusive right to the Developer to construct the new Building thereon in accordance with the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and / or modification thereto. All application for sanction of plan, modification of plan if any and others papers and documents as may be necessary for sanction of plan and for modification if any and rectification of plan from appropriate authority shall be prepared and submitted by the Developer on behalf of the Owners at the Developer’s own costs and expenses and the Developer shall pay and bear all fees including Architect fees charges and expenses required to be paid or deposited for aforesaid purpose.

2. Nothing in these present shall be construed as a demise or assignment or conveyance in law by the Owners of the said Property or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive license for the purpose of development of the said Property with the terms hereof and to deal with the Developer’s allocation as per terms of presents.

ARTICLE – V, POSSESSION

1. After the date of execution of the instant presents and the Developer having obtained all necessary permissions, approvals and sanctions in the names of the Owners, the

Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners and the Developer in the said property, as per the terms and conditions and as per the specifications as set out in these presents within the specified period allowed, fixed and determined for its completion as enumerated i.e. within 30 (Thirty) months from the date of sanction of the Building plan from the K.M.C. Authority or handover the khas possession of the said property by the Owners to the Developer whichever is later. All costs, charges and expenses incurred by the Developer for constructing and completing the said proposed building shall be paid by the Developer.

2. The Developer obtaining the possession of the said Property from the Owners shall issue a certificate indicating that the Developer has obtained possession of the said Property from the Owners free from all encumbrances whatsoever.

ARTICLE – VI, PROCEDURE

1. Development Power of Attorney : The Owners shall also grant to the Developer a Development Power of Attorney simultaneously with this Agreement for the purpose of obtaining sanction of the plan/s and /or further modification and/or alteration thereof and taking all necessary permissions from different authorities in connection with the construction of the New Building and also for booking and entering into Agreement/s for Sale of Flat/s and other spaces within the Developer's allocation of

the said Building and to execute and register Deed/s of Conveyance or any other Deeds on behalf of the Owners for the sale of the Developer's Allocation to any intending Purchaser or Purchasers after receiving the entire consideration amount for the same. The said Power of Attorney is mentioned in the separate sheets annexure with this Agreement.

ARTICLE – VII, BUILDING

1. The Developer shall at its' own costs and expenses construct erect and complete the building at the said Property in accordance with the sanctioned plan and in conformity with such specification more fully mentioned in the **FIFTH SCHEDULE** hereunder written, with the best basic materials with an intent that the said building will be a decent and strong with the fittings, fixtures and amenities as set out in the **FOURTH SCHEDULE** hereunder written.
2. Subject to as aforesaid the decision of the architect engaged in the said project by the Developer regarding the quality of the basic building materials shall be final and binding on the parties hereto.
3. The Developer at its' own costs and expenses construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan.
4. Earmarking the areas : The Owners and the Developer for the purpose of identification of their respective allocations shall earmark and demarcate the Owners' allocation and the

Developer's Allocation on the sanction plan. Any modification/alteration of the sanction plan leading to any increase and/or decrease in the Built up area shall be given effect to proportionately and suitable adjustment that may be necessary in earmarking/allocation consequent upon such change shall be made prior to commencement of construction of the new building. In case if the Developer shall sanction any additional area from the appropriate authority by his own efforts and expenses, then and in that event the Developer herein shall be entitled to such benefit exclusively.

ARTICLE - VIII, DEALING OF SPACE IN THE BUILDING

1. The Developer shall on completion of the new building put the Owners into undisputed possession of the Owners' allocation **TOGETHER WITH** the rights in proportionate share of land, common areas, facilities and amenities. The Owners' Allocation shall be complete in all respect and shall be provided with the fixture & fittings and amenities as set out in the **FIFTH SCHEDULE** hereinafter stated.
2. The Owners shall be entitled to transfer or otherwise deal with Owners' allocation in the new building to be constructed by the Developer.
3. After the transfer of Owners' allocation to the Owners the Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any prior information to the Owners therein and the Owners shall not