



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
- 2 APR 2015

installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.

- 1.6 OWNERS' ALLOCATION: shall mean and include the owner no.1 herein Sri Shanti Priya Howly will get 47% of the built up area in proportion of his land measuring 3 cottahs 22.5 sq.ft. and a sum of Rs.4,00,000/- (Rupees Four lakh) only as refundable money, paid at the time of this agreement, the owner no.2 herein Sri Swapan Kumar Mukherjee will get 38% of the built up area in proportion of his land measuring 10 cottahs 11 chittaks 30 Sq. Ft. and a sum of Rs.12,00,000/- (Rupees Twelve lakh) only as refundable money, out of which Rs.6,00,000/- (Rupees Six lakh) only paid on this agreement and balance Rs.6,00,000/- (Rupees Six Lakh) only at the time of foundation of the proposed building, the owner no.3 herein Sri Shyamal Bhowmick will get 3120 of the super built up area or 2600 sq.ft. carpet area of the proposed building in lieu of his land measuring 7 cottahs 8 chittaks and a sum of Rs.10,000/- (Rupees Ten Thousand) only as refundable money, paid on this agreement and the owner no.4 herein Sri Shambhu Nath Das will get 30% of the built up area in proportion of his land measuring 2 cottahs 11 Chittaks and a sum of Rs.10,000/- (Rupees Ten thousand) only as refundable money, paid at the time of this agreement, together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building. Be it noted here, the location of the flats and spaces on the basis of said owners' allocation in their respective share, shall be clearly mentioned in the Supplementary Agreement for Development after obtaining the Sanctioned building plan from the Rajpur Sonarpur Municipality.

- 1.7 DEVELOPERS ALLOCATION : shall mean and include save and except the Owners' allocation, the remaining constructed area comprised of several flats, shops and spaces of the proposed multi storied building together with undivided proportionate share in the



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
- 2 APR 2015



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

- 2 APR 2015

ARTICLE –V: DEVELOPMENT WORK

5.1 The Owners hereby appoint the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accepted.

5.2 The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building, having several self contained flats, shops and spaces on the Ownership basis and will sell the flats & spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owners' allocation.

ARTICLE –VI: DEVELOPER'S COVENANTS

6.1 The Developer shall at his own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the said Owners' allocation as stated hereinbefore within the 24(**Twenty-four**) months from the date of sanctioned of the building plan.

6.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owners or on account of the Developer themselves or on account and/or on behalf of the intending purchaser or purchasers of the flats, shops and spaces in the new building.

6.3 The Developer at their own costs and expenses apply for and obtain all necessary No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

6.4 The Developer shall at his own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and the said



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alindore, South 24 Parganas

- 2 APR 2015

meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the Owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

ARTICLE-VII: OWNERS' COVENANTS

7.1 The Owners shall grant execute and issue a General Power of Attorney in favour of the Developer authorising and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement .

7.2 The Owners shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity ,sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan, and for all of these acts, deeds and things the Owners shall grant power of Attorney in favour of the Developer.

7.3 The Owners shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owners shall have no right to claim anything except the Owners' allocation in the said building.

7.4 The Owners delivered the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
- 2 APR 2015

7.5 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owners' allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

7.6 The Developer shall be liable to pay all the Municipal taxes, levies to the Rajpur Sonarpur Municipality, from the date of signing this agreement.

ARTICLE-VIII: CONSTRUCTION

8.1 The construction of the said new building shall be made by the Developer as per the plan approved by the parties hereto and sanctioned by the Rajpur Sonarpur Municipality.

8.2 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.

8.3 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owners shall not in any manner would be made responsible or liable.

ARTICLE-IX: SPACE ALLOCATION

9.1 After completion of the construction of the new building , the Developer will allot the flat to the Owners first and after that to the intending purchasers according to the booking of allocation of the prospective purchasers.



District Sup-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
- 2 APR 2015

9.2 The Developer will be solely responsible for the allotment of his portion of flats and spaces in the building to be constructed by him and no one will be entitled to interfere thereto including the Owners herein.

ARTICLE-X: RATES & TAXES

10.1 The Owners, Developer and Developer's transferees shall bear and pay the municipal taxes, building taxes and other rates and taxes whatsoever as may be found payable in respect of the said new building after delivery of possession to the Owners and purchasers proportionately.

10.2. The Owners, Developer or the Developer's transferees after taking possession, shall bear and pay the proportionate amount of cost of maintenance and service charges with regard to the said new building in respect of their allocation and the Owners shall be liable for the same but they will pay for their allocation only.

ARTICLE-XI: JOINT DECLARATION

11.1 During the continuance of this agreement, the Owners herein shall not in any manner sell, transfer, encumber, or otherwise deal with or dispose of their right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

11.2 The Owners shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except their allocation prior to notice to be served by the Developer.

11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within 24(Twenty-four) months from the date of Sanctioned building plan.



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

- 2 APR 2015

11.4 If the Developer fail to complete construction and/or complete the said building during the said period ,then in that case the Owners shall extend 6(six) months as grace period for completion of construction .

11.5 The Owners till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owners have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title .

11.6 The Owners will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owners shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

11.7 Nothing contained in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the Owners in favour of the Developer save as herein expressly provided and also the exclusive licence and/or contract to the Developer to commercially exploit the said property in terms hereof on specific agreement basis subject to fulfilment of terms and conditions, failing which Developer shall have no right to sell the flats and spaces in the said building.

11.8 The Owners and Developer have entered into this agreement purely on contract basis and nothing herein contained shall be deemed or construed as a partnership between the parties in any manner nor shall be parties hereto constitute an Association of persons.

ARTICLE-XII:ARBITRATION & JURISDICTION

12.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

2 APR 2015

herein contained, the same shall be settled amicably between the parties hereto, if the same is not settled then the matter will be referred to the Arbitration consisting of three members each party will appoint one and third will be appointed by the said two and the decision of the majority will be binding upon the parties hereto and/or same will be proceed according to law or as per provision of Arbitration and Conciliation Act.1996 as amended up to date .

12.2 The Courts at District South 24-Parganas alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land measuring 23 cottahs 15 chittaks 7.5 sq.ft. more or less together with structure standing thereon, more or less, with a structure standing thereon, situated at Mouza- Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47, 49, 64, 63, 68, R.S. No. 233, comprised in C.S. Dag No.3114, 3115, R.S. Dag No.3114,3115,3114/3499 & 3115/3501, L.R. Dag No.3157, 3158, 3195, 3196, appertaining to R.S. Khatian No.660, 663, 664, L.R. Khatian no.1697,370, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, being Part of Holding No.128, Katyani Tala Street, Sub-registry office at Sonarpur, in the District of South 24- Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : Dag No.3157,3114(P) & 8'ft. wide common passage

On the South : Dag No.3149(P),3150,3151 3115(P), 3115/3501,

3114/3944

On the East : Dag No.3152,3156,

On the West : 32'ft. wide Municipal Road ,