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भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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19 JUL 2019

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made 19th day of July 2019.

BETWEEN

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

- (1) MRS. SAVITA DEVI SULTANIA (PAN- AJAPS3210R) (Mob- 9903505575), wife of Shri Binod Kumar Sultania, by religion Hindu, by occupation- Housewife, residing at 1, B.K. Paul Avenue, P.O. Hatkhola, P.S. Jorabagan, Kolkata- 700005 and (2) MRS. SUMAN DEVI SULTANIA (PAN- ALSPS6959H)(Mob- 9831681885), wife of Shri Kailash Sultania, by

religion Hindu, by occupation-Housewife, residing at 1, B.K. Paul Avenue, P.O. Hatkhola, P.S. Jorabagan, Kolkata-700005, hereinafter referred to as the **'OWNERS'** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, administrators, legal representatives, successor, executors and assigns) of the **ONE PART**

AND

M/S. J.J. DEVELOPERS (PAN- AANFJ0300M) a partnership firm registered under the Partnership Act, 1932, having its registered office at 1, B.K. Paul Avenue, P.O. Hatkhola, P.S. Jorabagan, Kolkata-700005, being duly represented by one of its partner Mr. Vaibhav Kumar Sultania, (**PAN- CNFPS9415M**) (**Mob- 9903505575**), son of Binod Kumar Sultania, by religion Hindu, by occupation-Business, 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 partners, administrators, legal representatives, successor or successors-in-interest, nominees, executors and assigns) of the **OTHER PART**:

WHEREAS

1. Motiar Rahaman Mondal, Abu Hussain Mondal, Abul Hussain Mondal, Altab Hussain Mondal, Benu Hussain Mondal, all sons of Late Elahi Box Mondal, were the absolute owners of "All That piece and parcel of Sali land measuring more or less 16 Cottahs 7 Chittaks and 40 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District-North 24 Parganas" (hereinafter referred to as the "said parent property") each having 1/5th right title and interest over the said parent property.
2. While seized and possessed of the said parent property, one of the said owners Motiar Rahaman Mondal by an Indenture of Conveyance

dated 15th November, 1989 registered with the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 8285 for the year 1989 duly sold transferred and conveyed his undivided 1/5th right and interest in the said parent property being "All That piece and parcel of Sali land measuring more or less 16 Cottahs 7 Chittaks and 40 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and at and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

3. While seized and possessed of the said parent property, one of the said owners Abu Hussain Mondal by an Indenture of Conveyance dated 28th March, 1989 registered with the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 6947 for the year 1989 duly sold transferred and conveyed his undivided 1/5th right and interest in the said parent property being "All That piece and parcel of Sali land measuring more or less 16 Cottahs 7 Chittaks and 40 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari

Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and at and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

4. While seized and possessed of the said parent property, one of the said owners Benu Hussain Mondal by an Indenture of Conveyance dated 28th August, 1989 registered with the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 6948 for the year 1989 duly sold transferred and conveyed his undivided 1/5th right and interest in the said parent property being "All That piece and parcel of Sali land measuring more or less 16 Cottahs 7 Chittaks and 40 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District-North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and at and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

5. While seized and possessed of the said parent property, one of the said owners Abul Hussain Mondal by an Indenture of Conveyance dated 28th August, 1989 registered with the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 6946 for the year 1989 duly sold transferred and conveyed his undivided 1/5th right and interest in the said parent property being "All That piece and parcel of Sali land measuring more or less 16 Cottahs 7 Chittaks and 40 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District-North 24 Parganas" unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and at and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

6. While seized and possessed of the said parent property, one of the said owners Altab Hussain Mondal by an Indenture of Conveyance dated 28th August, 1989 registered with the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 6945 for the year 1989 duly sold transferred and conveyed his undivided 1/5th right and interest in the said parent property being "All That piece and parcel of Sali land measuring more or less 16 Cottahs 7 Chittaks and 40 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District-North 24 Parganas" unto and in favour of Gita Devi Goenka,

Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi jointly and equally and at and for consideration as mentioned therein absolutely and forever without any encumbrances whatsoever.

7. Thus, by the above said purchases the said Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi became absolute owners of the said parent property being "All That piece and parcel of Sali land measuring more or less 16 Cottahs 7 Chittaks and 40 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" each having undivided and equal share in the said parent property and while enjoying the same developed the said parent property and demarcated them in different smaller plots each having distinct number duly butted and bounded and invited interest from prospective purchasers for purchase of different plots of land.

8. In response to such invitations one Savita Devi Sultania approached the said owners of the said property and agreed to purchase and acquire a demarcated butted and bounded and distinct plot of land being "Plot No.11 measuring more or less 5 Cottahs 2 Chittaks 38 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" including use of passage and the road appertaining to the said plot of land at and or for a consideration without any encumbrances whatsoever.

9. In furtherance of such mutual agreement the said owners Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi by an Indenture of Conveyance dated 30th April, 1992 registered with the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, Volume No.104, pages from 315 to 322, being Deed No. 4627 for the year 1992 duly sold transferred and conveyed the said plot of land being "Plot No.11 measuring more or less 5 Cottahs 2 Chittaks 38 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" unto and in favour of the said purchaser Savita Devi Sultania against consideration and absolutely and forever without any encumbrances whatsoever.

10. Thus, the said Savita Devi Sultania has become an absolute owner and/or seized and possessed of the said plot of land being "Plot No.11 measuring more or less 5 Cottahs 2 Chittaks 38 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" and while seized and possessed of the said plot of land mutated her name with the Bidhannagar Municipal Corporation, and upon mutation the said plot of land has been numbered as Holding No. BMC-AS/257/10-11, Ward No.6 (Old No.10), Sardar Para, Kaikhali, Kolkata-700052, Block-KC, P.S. Airport.
11. Similarly, in response to such invitations one Suman Devi Sultania approached the said owners of the said property and agreed to purchase and acquire a demarcated butted and bounded and distinct plot of land being "Plot No.12 measuring more or less 5 Cottahs 2 Chittaks 38 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" including use of passage and the road appertaining to the said plot of land at and or for a consideration without any encumbrances whatsoever.
12. In furtherance of such mutual agreement the said owners Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi by an Indenture of Conveyance dated 30th April, 1992 registered with the

Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, Volume No.104, pages from 121 to 130, being Deed No. 4607 for the year 1992 duly sold transferred and conveyed the said plot of land being "Plot No.12 measuring more or less 5 Cottahs 2 Chittaks 38 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" unto and in favour of the said purchaser Suman Devi Sultania against consideration and absolutely and forever without any encumbrances whatsoever.

13. Thus, the said Suman Devi Sultania has become an absolute owner and/or seized and possessed of the said plot of land being "Plot No.12 measuring more or less 5 Cottahs 2 Chittaks 38 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" and while seized and possessed of the said plot of land mutated her name with the Bidhannagar Municipal Corporation, and upon mutation the said plot of land has been numbered as Holding No. BMC-AS/258/10-11, Ward No.6 (Old No.10), Sardar Para, Kaikhali, Kolkata-700052, Block-KC, P.S. Airport.
14. Thereafter, in response to such invitations again Savita Devi Sultania and Suman Devi Sultania further approached the said owners of the said property and agreed to purchase and acquire a demarcated butted and bounded and distinct plot of land being "Plot No.12A measuring more or less 1 Cottah 8 Chittaks 3 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" including use of passage and the road appertaining to the said plot of land at and or for a consideration without any encumbrances whatsoever.

15. In furtherance of such mutual agreement the said owners Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumari Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Goenka, Promod Goenka, Sunita Bali, Shaneeta Goenka, Ashila Goenka, Bina Goenka, Krishna Modi, Sila Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bijoy Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi by an Indenture of Conveyance dated 16th February, 1996 registered with the District Registrar, Barasat, recorded in Book No. 1, Volume No.58, pages from 184 to 192, being Deed No. 3200 for the year 1996 duly sold transferred and conveyed the said plot of land being "Plot No.12A measuring more or less 1 Cottah 8 Chittaks 3 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" unto and in favour of the said purchasers Savita Devi Sultania and Suman Devi Sultania against consideration and absolutely and forever without any encumbrances whatsoever.
16. Thus, the said Savita Devi Sultania and Suman Devi Sultania jointly became absolute owners and/or seized and possessed of the said plot of land being "Plot No.12A measuring more or less 1 Cottah 8 Chittaks 3 sq.ft comprised in R.S. Dag No.596, Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas" and while seized and possessed of the said plot of land mutated their names with the Bidhannagar Municipal Corporation, and upon mutation the said plot of land has been numbered as Holding No. BMC-AS/259/10-11, Ward No.6 (Old No.10), Sardar Para, Kaikhali, Kolkata-700052, Block-KC, P.S. Airport.

17. Both the said owners Savita Devi Sultania and Suman Devi Sultania thus became absolute owners and/or seized and possessed of the said plots of land being "Plots No.11, 12 and 12A, in total measuring about 11 Cottahs 13 Chittaks 34 sq.ft more or less comprised in R.S. Dag No.596, R.S. No.115, R.S. Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas (morefully and particularly described in the **Schedule** herein before written and hereinafter referred to as the "**Said Premises**").
18. The owners herein have confirmed and assured that the said premises is absolutely free from all encumbrances mortgages charges liens lispens attachments trusts debutters leases tenancies alignment acquisition requisition and liabilities whatsoever or howsoever.
19. The owners have a clear and valid marketable title in respect of the said Premises and is in peaceful physical vacant possession of the same being duly butted and bounded without any claim or demand interruption disturbance or hindrance of any nature whatsoever or howsoever.
20. There is no pending suit or litigation or proceeding filed by or against the said premises in any court of law concerning.
21. The owners have not entered into any agreement for sale, lease, development, tenancy or otherwise for transfer of its rights title, interest, or possession in the said premises or any part thereof nor has in any way created any third party interest over and in respect of the said premises.
22. There is no legal bar or impediment of any nature whatsoever or howsoever which may prevent the Owners herein from developing the said premises for development as envisaged herein.

23. The developer is a renowned company having great experience of construction who is in the construction line for several years and has resources to take up the construction of the said premises on certain terms and conditions.
24. The owners herein intended to develop the said premises and with a view of the same, contacted with the developer herein to undertake the development of the said premises by constructing new multi-storied residential building thereupon comprising of several self-contained residential flats/units/car parking spaces according to the sanctioned building plan being Plan No.144/14/15 sanctioned by the Rajarhat Gopalpur Municipality from its own financial resources and endeavor for ultimate transfer thereof to the intending purchaser/s on the terms and conditions agreed herein and contained hereunder.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this agreement the parties hereto have mutually agreed for development and for constructing new multi-storied building on the said premises and it is hereby mutually agreed to, covenanted and declared by and between the parties hereto as follows:

ARTICLE NO. I

DEFINITION: unless the context or subject otherwise, requires, words of expression contained in this agreement shall have the following meaning.

- a) **OWNERS:** shall mean the owners named above including their respective legal heirs, legal representatives, successors, executors, administrators and assigns.

- b) **DEVELOPER/BUILDER:** shall mean the developer named above and include legal representatives, successors, successors-in- office, executors, administrators, nominees and assigns.
- c) **PURCHASER:** shall mean and include any intending person, persons, individual, company, Partnership Firm, Body of Individuals etc. interested in purchasing unit/flats or units in the proposed new building/s at the said premises.
- d) **THE SAID PREMISES/PROPERTY:** shall mean and include "Plots No.11, 12 and 12A, in total measuring about 11 Cottahs 13 Chittaks 34 sq.ft more or less comprised in R.S. Dag No.596, R.S. No.115, R.S. Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas.
- e) **THE NEW BUILDING/S:** shall mean and include the new proposed residential building consisting of spaces and/or flats/units, car parking and other structures to be constructed on the said premises according to the building plan being Plan No.144/14-15 sanctioned by the Rajarhat Gopalpur Municipality building department.
- f) **SANCTIONED BUILDING PLAN:** shall mean and include the building plan being Plan No.144/14-15 sanctioned by the Rajarhat Gopalpur Municipality building department and/or other appropriate authority or authorities on the maximum possible floor area ratio available under the building rules and laws of the said authority including all or any amendments thereto and/or modification, elevations, designs, maps, drawings and other specification thereof as may be made from time to time for the construction of the proposed multi storied building.
- g) **COMMON PARTS/Common Facilities:** shall mean and include the entrance corridors, lobbies, landings, staircases, lift, lift well, lift room, roof/terrace, users right of the building, electric meter room,

water pump room, underground and overhead water reservoir, passage and airway, and all open spaces including other common areas, covered spaces, caretaker room, security room, generator room, generator machine etc. whatsoever of the building as may be required for the beneficial use and enjoyment and maintenance of new building and part thereof of the unit holders of the said building.

- h) **FLAT/UNIT:** shall mean any self-contained space/flats, unit or apartment in the premises including car parking spaces and all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed together with undivided and impartible right title and interest in the said premises.
- i) **MEASURING OF THE FLAT AREAS:** shall according to its context mean plinth area of the flats in the building including the balconies and open spaces, if any, adjacent to the said flats and also the thickness of the peripheral walls, internal walls and pillars and also the proportionate shares or area in the staircase and lobbies of the building.
- j) **THE SALEABLE AREA/SPACE:** The saleable space shall mean the space in the building available for independent sale, transfer, use and occupation along with undivided proportionate interest and share or common area as defined hereinbefore.
- k) **SUPER BUILT UP AREA:** shall mean the area to be certified by the Architect who shall determine the covered area of the said flat/unit/apartment together with the portion of the staircase, common area and such proportionate share in the common parts.
- l) **ROOF:** shall mean and include the entire open space of the roof and/or top of the building excluding the space required for the installation of the overhead water tank, T.V. antenna, V-SAT and other facilities.

- m) **PROPORTIONATE SHARE** : shall mean the proportion in which the covered area of the flat to the total covered area of the premises PROVIDED THAT where it refers to share of any municipal rates and/or taxes amongst the common expenses, then such share of whole, shall be determined on the basis of which such rates and/or taxes being respectively levied i.e. in case the basis of any levy be area, rental, income or user, then the same shall be shared on the basis of area, rents, income or user respectively of the respective flats.
- n) **COMMON EXPENSES**: all costs of maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, decorating, redecorating, and lighting the common parts, etc. salaries of all persons employed, insurance premium, electricity bills, lift etc.
- o) **ARCHITECT**: shall mean M/s. Maniramka & Associates, having its office at 74B, A.J.C. Bose Road, Kolkata-700016, and shall include its nominees, associates or any other person under its authority.
- p) **APPLICABLE LAWS**: both the parties shall comply with the acts, provisions, regulations, directives, directions, notifications, circulars and rules of all applicable laws, Goods and Services Tax Act, 2017(GST), and Income Tax Act, 1956.
- q) **ENCUMBRANCES**: means any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, assignment, security interest of other encumbrances of any kind of securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation of any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under law.
- r) **CO-OWNERS**: shall mean all persons who have agreed to own units/flats/apartments/car parking space in the proposed building in

the said premises including the owners/developer for un-acquired units till acquired.

- s) **OWNERS' ALLOCATION/CONSIDERATION:** shall mean and include:

ALL THAT 50% (Fifty Percent) of the Net Sales Proceed, received by the ~~developer~~^{owners} herein on account of sale of flats and units in the said project to be distributed between the owners herein equally.

In consideration of the Developer having agreed to bear the entire cost of construction and charges the owners shall transfer undivided proportionate share of the land unto and in favour of prospective purchasers of units.

- t) **DEVELOPERS' ALLOCATION:** shall mean and include: →

ALL THAT the balance of 50% (Fifty percent) of the Net Sales Proceed, received by the developer herein, on account of sale of flats and units in the said project.

That the roof right shall always remain with the owners herein. However, if any further construction is possible and allowed to be constructed on the roof of the buildings, subject to sanctioned plan by the Bidhannagar Municipal Corporation, the terms and conditions including sharing ratio shall apply mutatis mutandis on such further construction.

- u) **INTEPRETATION:** Any reference to statute shall include any statutory extension or modification/amendments and its enactment of such statute and the rules regulations or orders made therein. Any covenant, by the Developer and/or other owners not to do or commit act, deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

Vaibhav Sustania
Savita Devi Sustania
Suman Sustania

- v) **MARKETING AGENT:** shall mean and refer to any company or any firm, through whose single window all the flats/units and other saleable area of the said project, will be sold in the open market to prospective buyers. The developer, in its sole discretion, shall appoint such marketing agent for such single window sale. The said marketing agent shall, in discussion and consultation with the owners and developer, fix the absolute/base market price of the said units/salable areas, below which no units will be sold to any prospective buyer along with all charges over and above the fixed/base price. The developer shall have exclusive, unfettered and absolute right to retain and own all specified charges, costs, fees, marketing costs etc, over and above the fixed/base price of the units/salable areas and the owners herein shall have no claim or demand to such costs and charges.
- w) **MARKETING COSTS:** The total marketing costs shall be @ 3% of the fixed/base price of the said flats/units, which shall be reimbursed to the marketing agent by the developer.
- x) **HOLDING ORGANISATION/MAINTENANCE COMPANY:** shall mean and refer to any company, association, society to be constituted and formed for the purpose of maintenance and looking after new building after disposal of all saleable units and areas and delivery of possession and execution of sale deed of all saleable units in the new building in favour of the respective purchasers/occupiers in respect of both Developers' allocation and Owners' allocation. Until formation of the Holding Organization for the new building the prospective purchasers shall be liable and agrees to make payment of the proportionate share of the maintenance charges as well as proportionate share of rates and taxes to the Developer or any other authority without any abatement or adjustment for any reason whatsoever and the owners agrees not to withhold payment of the

same on any account whatsoever. For any unsold unit, both the owners herein and the developer shall be liable to pay the proportionate maintenance charges as well as proportionate share of rates and taxes to the developer herein as per the their sharing ratio.

- y) **GROSS SALES PROCEED:** Gross Sale proceeds shall mean any consideration money/monies, being the absolute fixed price/ base price of respective units including all charges levied thereupon received by the developer herein on account of sale of salable space/flats/units to prospective buyers.
- z) **NET SALES PROCEED:** Net Sale proceeds shall mean the amount, being the absolute fixed price/ base price less the amount deducted for marketing costs.
- aa) **RECEIPTS/PAYMENTS:** All monies/consideration on account of sale of salable space in the said project shall be received by the developer herein in its name and shall appropriate the same with the owners herein in terms of this agreement.
- bb) **DATE OF POSSESSION:** shall mean the near exact date when the completion certificate issued in respect of the said project from the Bidhannagar Municipal Corporation.
- cc) **SINGULAR:** shall mean and include plural and vice versa.
- dd) **MASCULINE:** shall mean and include feminine and vice versa.

ARTICLE II: COMMENCEMENT

This agreement shall be deemed to have been commenced on and from and with effect from the date of execution of these presents.

ARTICLE III: OWNERS' REPRESENTATIONS ON TITLE

The owners are absolutely seized and possessed of the said premises and/or otherwise well and sufficiently entitled in respect of the said property more fully described in the First Schedule hereunder written and have not deposited the title deed in respect of the said property with any person with an intention to create equitable mortgage or as security for performance of any act or payment of any money and have not entered into any agreement for sale and/or development in respect of the said property with any person or company whosever and also after execution of this agreement they shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose of the said property except in the manner as hereinafter expressly provided.

ARTICLE IV: DEVELOPER'S REPRESENTATION

- (a) Apart from the obligations as stated hereinbefore, in regard to the allocation of areas, roof rights and its usage, to be performed by the parties herein in its true and fair meaning and sense, the owners and the developer shall also perform all obligations as mentioned hereinafter in true manner and spirit.
- (b) The Developer having inspected the said property as also the copies of title deed and other documents and papers concerning or relating to the said property and have been duly satisfied themselves with regard to the right, title and interest of the owners. However, in case of any defect relating to the right, title and interest being found, the owners shall rectify and/or cause such defects to be rectified to make the title perfect at their cost i.e. the owners' costs and expenses.
- (c) The Developer has sufficient knowledge and experience in the matter of development of immoveable properties and construction of new

building and has sufficient means of necessary finance as may be required for carry out the development of the said property and construction of the said building.

ARTICLE V: OWNERS' AND DEVELOPEPRS' JOINT OBLIGATION

- a) The owners shall handover all original title documents/papers to the developer herein and the developer shall be entitled to mortgage the said title documents against obtaining financial assistance/project loan over the said premises. Interest and charges payable on such financial assistance/ project loan shall form piece and parcel of the development costs and the developer shall keep the owners indemnified against any claim, interest and damage.
- b) The developer shall bear all costs and necessary charges and payment of fees to the concerned Bidhannagar Municipal Corporation and other authorities.
- c) That the developer has already started construction of the said building according as per the sanctioned plan and specification and till date have constructed a G+5 building having a total area of 31,500 sq.ft, each floor having 5250 sq.ft and shall complete the building with fixture and fittings within 12 months from the date of execution hereof with a liberty of grace period of 06 months reckoned from the last day of completion of 12 months and shall submit a completion certificate, issued by Bidhannagar Municipal Corporation, to the owners herein.
- d) The developer herein shall be at liberty to enter into agreement with prospective buyers of the several flats, parking spaces, garages etc, for the said project through marketing agent/single window system, ~~in the proposed building with appropriate undivided~~ share or interest in the land over which the proposed building will be

constructed and shall be entitled to receive all monies/consideration amount from prospective buyers in its own name. Total proceeds from such agreements/sale shall be received and deposited by the developer in its account, and out of such total sale proceeds the developer herein shall be entitled to retain all specified charges such as marketing costs/charges, legal charges, additional work charges, applicable GST and all other charges whatsoever, upfront from such total sale proceeds, before appropriation and distribution of the same between the parties herein.

- e) Retention of any unit/commercial space by any of the party herein, is permissible and all terms and conditions shall apply mutatis mutandis to such retention.
- f) All disputes and differences between the parties hereto in any way related to this agreement and/or arising out of the provisions hereof shall be referred for arbitration. The owners and developer will jointly appoint the arbitrator. Such arbitration shall otherwise be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended till date and the outcome of the said arbitration proceedings shall be final and binding upon the parties hereto. Alternatively, the parties herein may also opt for mediation process as per the provisions of the Commercial Courts Act, 2015
- g) The owners shall execute and register a Deed of General Power of Attorney in favour of the Developer on the date of this agreement to facilitate the formalities of construction, as well as to raise further funds by way of booking units/spaces, for transfer of units/flats, and also for proper preparation, execution, presentation and registration of documents of the said areas unto the prospective purchasers. The developer herein shall have exclusive power and authority to sign execute present and register all documents including agreements, nomination agreements, lease deeds and all

other necessary documents related to the entire area of both owners' allocation and developers' allocation.

- h) Both the parties may prepare further documents and papers as to properly commission the said project and such documents and papers shall become piece and parcel of this document Moreover, the parties herein by mutual written consent of each other may alter, amend, rescind, modify any of the terms and conditions as mentioned herein and/or waive their respective rights against each other.
- i) The developer shall be entitled to put its signboards on the said premises stating the name of the developer, its address and other particulars as may be required from the date of execution of this agreement.
- j) The owners shall have no right or power to terminate this agreement within the stipulated period provided the developer does not violate any of the terms and conditions contained in this agreement.
- k) It is further specifically agreed that a notice addressed to either party by a registered post with A/D shall be deemed a valid notice duly served upon the parties for all purposes and intents.
- l) That the developer herein shall not cause any unnecessary delay (subject to force majeure) for construction of the said proposed building.
- m) Both the parties herein shall be liable and/or amenable to any law or enactment, if brought into existence during the continuation of this project.
- n) The owners agree and understand that if any provisions of this Agreement is determined to be void or unenforceable under the

applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- o) The parties agree that having regards to all the circumstances the covenants contained herein are reasonable and protecting the rights of all the parties herein. If any such covenant is held to be void, ambiguous, un-enforceable or becomes ineffective in practical sense, as going beyond what is reasonable, in all the circumstances but would be valid, if amended as to the scope or duration or both the covenant will apply with such modification regarding its scope and duration as may be necessary to make it valid and effective.
- p) The parties herein agree that this agreement including the preamble, recital, and the terms and conditions contained herein constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all earlier understanding, any other agreements, correspondence, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of this document shall continue to be binding on the parties herein save and except in case where the terms and conditions of the document are at variance with the terms and conditions of this agreement in which case the terms and conditions of this agreement shall prevail and supersede. This agreement or any provision hereof cannot be orally changed, terminated or waived. Any change or additional provisions must be set forth in writing in a separate agreement duly signed by the parties.

- q) No obligation to be performed by either of the parties shall be deemed to have been waived unless and until any such obligation is specifically waived by either of the party by a written document.
- r) Both the parties herein assures, promises, confirms and agrees to act perform comply and fulfill their respective obligations and terms and conditions and covenants against each other in a true spirit and meaningful sense. Any of the covenant, condition, obligation, terms and conditions, if deemed to be ambiguous, inconsistent or contrary to its practical sense, may be judicially constructed, altered, modified and/or revoked, by a mutual written document, as to achieve and derive practical sense in consonance with the true and meaningful intention and spirit of this agreement.

ARTICLE VI-FORECE MAJEURE

- 1) **Force Majeure:** means any event or combination of events or circumstances beyond the control of the **DEVELOPER** which cannot(a) by the exercise of reasonable diligence, or (b) despite of the adoption o reasonable precaution and/or alternative measures, be prevented or cause to be prevented and which adversely affects the **DEVELOPERS'** ability to perform obligations under this Agreement, which shall include but not be limited to:
 - a) Acts of God including fire, drought, flood, earthquake, epidemics, natural disasters etc.
 - b) Explosions or accident including act of terrorism.
 - c) Strikes or lockouts, industrial dispute.
 - d) Non availability of any material due to any reason whatsoever beyond the control of the developer.
 - e) War and hostilities of war, riots, bandh, civil commotion or local disturbances.

- f) The promulgation of amendment in any law, rule or regulation or the issue of any injunction, Court order or directly from any government authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
- g) Any legislation, order or rule or regulation made or issued by the government or any other statutory competent authority (ies) refuses, delays, withholds, denies the grant of approvals for the said building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever.
- h) Local disturbances.
- i) Any other events or circumstances analogous to the foregoing.
- j) Acquisition of the scheduled property by the government or any other authority.

ARTICLE - VII - MISCELLENEOUS

- i) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the premises or any part thereof to the developer or as creating of any right, title or interest in respect thereof of the developer nor this development agreed be construed any partnership agreement or arrangement other than an exclusive license to the developer to develop the same in terms hereof.

- ii) That the developer shall be authorized to apply for and obtain connection of water, electricity to the new building for the purpose of construction or enjoyment of the building.
- iii) The developer shall:
 - i) Take such steps appropriate for construction of the new building as per the sanctioned plan and shall bear all and each and every cost/charges for the construction and shall not ever call upon the owners to pay bear and/or contribute to any such construction costs/charges.
 - ii) Install all electricity, gas, water, and telecommunications, serves and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains thereby benefitting all the intending buyers.
 - iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
 - iv) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoing incidental to or consequential, on any such notice and indemnified the owners from and against all costs charges, claims actions suit and proceedings.

- v) Remain responsible and completely liable for due compliance with all statutory requirements whether local, state or central in respect of complying of provisions under various laws and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vi) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the said plan and has agreed to keep the owners save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.
- vii) Incur all costs charges and expenses for the purpose of constructing, erecting and completing the said new buildings in accordance with the said plan.
- viii) Not to allow any person to neither encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- ix) Not to exposé the owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.

- x) Shall be solely and completely liable for all the materials, fittings and constructions and has agreed to keep the owners save harmless and fully indemnified from and against all costs charges claims action suit and proceedings.
- xi) That the developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission of the developer in or related to the construction of the said new building.
- xii) That the developer hereby undertakes to keep the owners indemnified against all actions, suits, costs and proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally and the same may apply to the owners vice versa.
- xiii) The developer shall after completion of the said project shall take steps for obtaining completion certificate, to be issued by Bidhannagar Municipal Corporation, and shall serve a copy thereof to the owners herein thereby intimating the owners about completion of the project.

ARTICLE VIII-JURISDICTION

Only Courts in the competent jurisdiction of Kolkata shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

ARTICLE IX-LEGAL DOCUMENTATION

Mr. Vineet Tibrewal, Advocate, for both the owners and developer herein, shall prepare all legal documents, papers, deeds, agreements and/or any other documents, pertaining to this project.

SCHEDULE ABOVE REFERRED TO

All that Plots No.11, 12 and 12A, in total measuring about 11 Cottahs 13 Chittaks 34 sq.ft more or less comprised in R.S. Dag No.596, R.S. No.115, R.S. Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas, duly butted and bounded as:

On the North	:	Common passage
On the South	:	BSF Colony
On the East	:	Shyam Sadan
On the West	:	Property of Sarda Devi Agarwal/Ashok Bajaj.

Till date the developer has constructed a G+5 building having a total area of 31,500 sq.ft, each floor having 5250 sq.ft.

Ground Floor	5250 sq.ft
First Floor	5250 sq.ft
Second Floor	5250 sq.ft
Third Floor	5250 sq.ft
Fourth Floor	5250 sq.ft
Fifth Floor	5250 sq.ft
TOTAL...	31,500 sq.ft

IN WITNESS WHEREOF, the parties above hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

1. Dilip K. Kadel, Advocate
(DILIP KUMAR KADEL)
4/1, Redcross Place, Kol-1
2. Goutam Das
130 D. Swinhee Lane
KOL-44

Sanita Deri Sultania

Suman Sultania

Signature of the Owners

SIGNED, SEALED AND DELIVERED

In the presence of:

1. Dilip K. Kadel, Advocate
(DILIP KUMAR KADEL)
4/1, Redcross Place, Kol-1.
2. Goutam Das




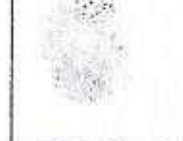






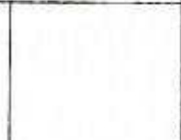






















Vaibhava Sultania

J. J. DEVELOPERS
PARTNER

Signature of the Developer

Vineet Tibrewal
Drafted by:
Vineet Tibrewal,
Advocate (WB/670/2001)
6, Old Post Office Street,
Kolkata-700 001

SPECIMEN FORM FOR TEN FINGER PRINT

	<i>Savita Devi Sultanica</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
	<i>Suman Sultanica</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
	<i>Vaishav Suttawa</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2019, Page from 215347 to 215398

being No 190104439 for the year 2019.



Debasis Patra

Digitally signed by DEBASIS PATRA
Date: 2019.07.24 17:40:44 +05:30
Reason: Digital Signing of Deed.

(Debasis Patra) 24/07/2019 17:40:37
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)



2 ✓

ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
19 JUL 2019