

1565/2020

I-1511/2020



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AD 339322

Certified that the document is an original to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional District Sub-Registrar, Calcutta, Dum Dum, 24-Pg. (North)

1.8 FEB 2020

Agree/2214

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 18th day of February, 2020

Two Thousand and Twenty [2020]

Attested
Sabaati Ahluwalia

BETWEEN

(1) DULAL MUKHERJEE, son of Late Nagendra Nath Mukherjee, having Permanent Account No (PAN) - FYAPM5858M, Aadhaar No 2386-7956-6602, by occupation - Retired, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028,

(2) GAYATRI MUKHERJEE, wife of Late Netai Mukherjee, having Permanent Account No.(PAN) - CZGPM0829Q, Aadhaar No 7697-4562-6221, by occupation - Housewife, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028,

(3) AVIJIT MUKHERJEE [PAN - AVQPM5114L], son of Late Netai Mukherjee, having Permanent Account No.(PAN) - AVQPM5114L, Aadhaar No.6300-3143-8750, by occupation - Service, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028,

(4) PRASENJIT MUKHERJEE, son of Late Netai Mukherjee, having Permanent Account No (PAN) - EASPM4388B, Aadhaar No.4366-4657-1989, by occupation - Service, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028,

(5) ALPANA JANA, wife of Samar Jana, having Permanent Account No (PAN) - BDCPJ6204M, Aadhaar No.8085-0544-0034, by occupation - Housewife, residing at 24, Jessore Road, Green Park, Block-B, Kolkata-700089, all are by faith - Hindu, hereinafter jointly called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, administrators, executors, legal representatives and assigns) of the **ONE PART.**

AND

BAJRANG ENTERPRISE [PAN - AAMFB1439L], a partnership firm, having its office at 99/48, Jessore Road, Bapuji Colony, P.S. Dum Dum, Kolkata - 700 028, being represented by its authorized partners namely (1) **SUBRATA GHOSH**, son of Sri Sambhu Nath Ghosh, having Permanent Account No (PAN) - ALZPG3394H, Aadhaar No.4367-1487-7506, residing at 99/84, Bapuji Colony, Jessore Road, P.S. Dum Dum, Kolkata - 700 028, (2) **SURAJIT DAS**, son of Sri Tapan Das, having Permanent Account No (PAN) - BJGPD8392A, Aadhaar No.6888-1384-4184, residing at 99/68, Bapuji Colony, Jessore Road, P.S. Dum Dum, Kolkata - 700 028, (3) **BAPI KAR**, son of Sri Jhantu Kar, having Permanent Account No (PAN) - AXNPK7225K, Aadhaar No.9352-5551-8399, residing at 99/159, Jessore Road, Bapuji Colony, P.S. Dum Dum, Kolkata-700 028, all are by faith - Hindu, by occupation -

...ess, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee, all sons of Late Nagendra Nath Mukherjee were occupied a piece and parcel of land measuring 02(two) cottahs 04(four) chittacks more or less comprised in C.S. Dag No. 1658, E.P. No.134, S.P. No.138, J.L. No. 20, R.S. No.154, Touzi No.3083, at Mouza – Satgachi, P.S. Dum Dum, within the limits of South Dum Dum Municipality, Ward No.23, in the District of 24-Parganas (North).

AND WHEREAS the Government of West Bengal being approached by her like a refugee from the former East Pakistan (now Bangladesh) formulated a scheme for re-settlement and rehabilitation of such refugees on the respective piece or urban vacant land occupied and used for homestead purpose by each of such displaced persons and in implementation of such scheme, the Government of West Bengal acquired lands for distribution amongst such occupiers.

AND WHEREAS by an Indenture dated 2nd day of September 1987, registered at the office of the Additional District Registrar Barasat, North 24-Parganas and recorded in Book No.I, Volume No.V, Pages 241 to 244, Being No.361 for the year 1987 the Governor of the State of West Bengal described therein as the Donor of the One Part have granted, transferred and assigned to said Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee, described therein as the Donee of the Other Part, ALL THAT piece land parcel of land measuring an area 02(two) cottahs 04(four) chittacks more or less comprised in C.S. Dag No. 1658, E.P. No.134, S.P. No.138, J.L. No. 20, R.S. No.154, Touzi No.3083, at Mouza – Satgachi, P.S. Dum Dum, in the District of 24-Parganas (North) more fully and particularly described in the schedule thereunder written.

AND WHEREAS be it mentioned that at the time of Settlement Records by the local BL&LRO, the said property has been recorded in the name of Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee respectively and the land has been recorded in R.S. Dag No.5046 corresponding to L.R. Dag No. 4894 under L.R. Khatian No.2281, 5493 and 2183 respectively.

AND WHEREAS after obtaining the aforesaid property said Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee duly mutated their names in the records of South Dum Dum Municipality being Holding No.174, Bapuji Colony, Kolkata-700028 in respect of the aforesaid property.

AND WHEREAS while seizing, possessing and enjoying the aforesaid land said Netai Mukherjee died intestate on 30/09/2017 leaving behind his wife Gayatri Mukherjee, two sons namely Avijit Mukherjee, Prasenjit Mukherjee and only daughter Alpna Jana as his legal heirs and successors in respect of the aforesaid property by virtue of Hindu Law of Succession and in accordance of Dayabhaga School of Law.

AND WHEREAS after the intestate death of said Netai Mukherjee, his above mentioned legal heirs namely Gayatri Mukherjee, Avijit Mukherjee, Prasenjit Mukherjee, Alpna Jana became the owners of undivided 1/3rd share of the said property by virtue of inheritance which left by deceased Netai Mukherjee.

AND WHEREAS while seizing, possessing and enjoying the aforesaid land said Haradhan Mukherjee died intestate on 19/12/2017 leaving behind his brother Dulal Mukherjee as his legal heir and successor in respect of 1/3rd share of the aforesaid property by virtue of Hindu Law of Succession and in accordance of Dayabhaga School of Law. Be it mentioned that Shila Mukherjee wife of Haradhan Mukherjee died intestate on 18/12/2017 before the death of said Haradhan Mukherjee and they have not any issue or children.

AND WHEREAS after the intestate death of said Haradhan Mukherjee and Shila Mukherjee, his above mentioned legal heir and successor Dulal Mukherjee became the owner of undivided 1/3rd share of the said property by virtue of inheritance. Thus said Dulal Mukherjee became the owner of 2/3 share of the aforesaid property (1/3rd share obtained by virtue of inheritance and 1/3rd share obtained by virtue of Deed of Indenture).

AND WHEREAS thus said after demise of Netai Mukherjee, Haradhan Mukherjee and Shila Mukherjee, said Dulal Mukherjee, Gayatri Mukherjee, Avijit Mukherjee, Prasenjit Mukherjee and Alpna Jana became the joint owners of the aforesaid land and from and since then they are paying taxes thereof regularly as the absolute joint owners of the aforesaid landed property in question, and enjoying the same peaceably without any interference from any end whatsoever.

AND WHEREAS by virtue of the recital hereinabove said Dulal Mukherjee, Gayatri Mukherjee, Avijit Mukherjee, Prasenjit Mukherjee and Alpana Jana the owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the "Bastu" land measuring an area 02(two) cottahs 04(four) chittacks more or less together with a tile shed structure admeasuring 700 sq.ft. more or less comprised in C.S. Dag No. 1658, R.S. Dag No 5046 corresponding to L.R. Dag No. 4894 under L.R. Khatian No.2281, 5493 and 2183, E.P. No.134, S.P. No.138, J.L. No. 20, R.S. No.154, Touzi No.3083, at Mouza - Satgachi, P.S. Dum Dum, Premise No.99/138, Holding No.174, Bapuji Colony, Kolkata - 700028, within the limits of South Dum Dum Municipality, Ward No.23, in the District of 24-Parganas (North), more fully and particularly described in the Schedule hereunder written and hereinafter called the said property.

AND WHEREAS the owners have approached the developer to undertake the development of the aforesaid land, to which the developer has agreed on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it's hereby agreed by and between the parties hereto as follows: -

ARTICLE - I, DEFINITIONS

1. OWNERS : shall mean the said (1) **DULAL MUKHERJEE**, son of Nagendra Nath Mukherjee, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028, (2) **GAYATRI MUKHERJEE**, wife of Late Netai Mukherjee, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028, (3) **AVIJIT MUKHERJEE**, son of Late Netai Mukherjee, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028, (4) **PRASENJIT MUKHERJEE**, son of Late Netai Mukherjee, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028, (5) **ALPANA JANA**, wife of Samir Jana, by occupation - Housewife, residing at 24, Jessore Road, Green Park, Block-B, Kolkata-700089 and their heirs, legal representatives, executors, administrators and assigns.

2. DEVELOPER : shall mean **BAJRANG ENTERPRISE**, a partnership firm, having its office at 99/48, Jessore Road, Bapuji Colony, P.S. Dum Dum, Kolkata - 700 028, being represented by its authorized partners namely (1) **SUBRATA GHOSH**, son of Sri Sambhu Nath Ghosh, residing at 99/84, Bapuji Colony, Jessore Road, P.S. Dum Dum, Kolkata - 700 028, (2)

(3) **RAJIT DAS**, son of Sri Tapan Das, residing at 99/68, Bapuji Colony, Jessore Road, P.S. Dum Dum, Kolkata - 700 028, (3) **BAPI KAR**, son of Sri Jhantu Kar, residing at 99/159, Jessore Road, Bapuji Colony, P.S. Dum Dum, Kolkata-700 028, and its successor or successors, representatives, executors, administrators and assigns.

3. PREMISES : shall mean and include Premise No.99/138, Holding No.174, Bapuji Colony, Kolkata - 700028, P.S. Dum Dum, within the limits of South Dum Dum Municipality, District - North 24 Parganas, more fully and particularly described in the **First Schedule** hereunder written.

4. BUILDING : shall mean and include proposed the multi storied building to be constructed on the said premises in accordance with the building plan and/or plans to be sanctioned by the competent authority of South Dum Dum Municipality.

5. COMMON FACILITIES AND AMENITIES : shall mean and include corridors, stair case, lift, lift room, stair ways, passage ways, landings, pump room, submersible pump, motors, tube well, overhead tank, and other facilities which may be mutually agreed upon by and between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the said proposed multi storied building.

6. SALEABLE AREA : shall mean and include the space in the proposed multi storied building available for independent use and occupation after making the provisions for common facilities and space required therefore excluding the constructed area meant for owners herein.

7. OWNERS' ALLOCATION : shall mean -

(A) The owners herein will be entitled to get **50% (fifty percent)** constructed area in the proposed multi storied building consisting of flats and/or garages together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building (hereinafter for the sake of brevity called and referred to as the "Owner's Allocation" in kind) in the manner as follows :-

- i) Flat on the Ground floor (North-East-South side) i.e. 50% of ground floor.
- ii) Entire Second floor of the proposed building.
- iii) Entire Third floor of the proposed building.

(B) The respective Owners shall execute and register a fresh partition deed among themselves after handing over of possession of respective owners' allocation and the owners' allocation will take effect from the date of execution of the said Partition Deed.

(C) The Developer shall provide two alternative temporary accommodation to the owners during the period of construction and shall bear the charges for the same, upto delivery of possession of the owners' allocation.

8. DEVELOPER'S ALLOCATION : shall mean the Developer will be entitled to get **50% (fifty percent)** constructed area in the proposed multi storied building consisting of flats and/or garages together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building (hereinafter for the sake of brevity called and referred to as the "Owner's Allocation" in kind) in the manner as follows : -

- i) Flat on the Ground floor (North-West-South side) i.e. 50% of ground floor.
- ii) Entire First floor of the proposed building.
- iii) Entire Fourth floor of the proposed building.

9. ARCHITECT : shall mean the person and/or persons who may be appointed by the Developer for designing and planning of the said proposed building with the approval of the Owners and the entire professional fees of the said Architect would be borne by the Developer herein.

10. BUILDING PLAN : shall mean and include the said proposed building plan or plans to be sanctioned by the appropriate authorities with such alteration or modifications as may be done for common interest of the Developer as well as the Owners herein.

11. TRANSFER : shall mean and include the person, firm, limited company private or public, association of persons (AOP) to whom any space in the said proposed building will be transferred.

12. WORDS IMPARTING : singular shall include plural vice-versa.

13. WORDS IMPARTING : masculine gender shall include feminine and neuter genders, likewise words imparting feminine genders shall include masculine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE – II, COMMENCEMENT

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

ARTICLE – III, OWNERS' REPRESENTATIONS

1. The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises mentioned in First Schedule herein below free from all encumbrances' attachment and liens whatsoever.
2. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocation without any interference or disturbances provided the Developer performs, observes and fulfils all the terms and conditions herein contained, and/or other part to be observed, performed and/or fulfill by the Developer.
3. The Owners also further declares as per best of their knowledge that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the First Scheduled property.

ARTICLE – IV, DEVELOPER'S REPRESENTATIONS

1. The Owners hereby grants subject to what has been hereinafter provided the exclusive right to the developer to built, construct, erect and complete the said buildings comprising the various sizes of flats in order to sell the said flats to the member of the public for their residential purpose by entering into agreements for sell and/or transfer and/or construction in respect of only the Developer's allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the Owners.
2. That the Developer will demolish the existing structure at its own cost and responsibility and get the sale proceeds of the materials without any interference from the Owners herein.
3. The Developer shall be entitled to prepare modify or alter the plan with approval of the Owners and to submit the same to the appropriate authorities in the name of the Owners and Developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities if required for construction of the buildings at the said premises.

ARTICLE – V, APARTMENT CONSIDERATION

1. In consideration of the Owners having agreed to permit the developer to construct, erect and complete the building at the said premises and the developer agrees: -

- a) At its own costs shall obtain all necessary permissions and/or plan and/or approvals and/or consents.
- b) In respect of the consideration of the buildings to pay costs of supervision of the development and construction of the owner's allocation in the buildings at the said premises.
- c) Allocate the Owners of their allocation in the buildings to be constructed at the said premises within **24(twenty four)** months from the date of obtaining sanctioned plan from the municipal authority, which is the essence of contract which may be extended for another 6(six) months in case of adverse situation.

ARTICLE – VI, OWNERS' ALOCATION

1. OWNERS' ALLOCATION : shall mean –

(A) The owners herein will be entitled to get **50% (fifty percent)** constructed area in the proposed multi storied building consisting of flats and/or garages together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building (hereinafter for the sake of brevity called and referred to as the "Owner's Allocation" in kind) in the manner as follows: -

- i) Flat on the Ground floor (North-East-South side) i.e. 50% of ground floor.
- ii) Entire Second floor of the proposed building.
- iii) Entire Third floor of the proposed building.

(B) The respective Owners shall execute and register a fresh partition deed among themselves after handing over of possession of respective owners' allocation and the owners' allocation will take effect from the date of execution of the said Partition Deed.

(C) The Developer shall provide two alternative temporary accommodation to the owners during the period of construction and shall bear the charges for the same, upto delivery of possession of the owners' allocation.

ARTICLE – VII, DEVELOPER'S ALLOCATION

1. The Developer will be entitled to get **50% (fifty percent)** constructed area in the proposed multi storied building consisting of flats and/or garages together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building (hereinafter for the sake of brevity called and referred to as the "Owner's Allocation" in kind) in the manner as follows: -

- i) Flat on the Ground floor (North-West-South side) i.e. 50% of ground floor.
- ii) Entire First floor of the proposed building.
- iii) Entire Fourth floor of the proposed building.

2. In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space in the buildings to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said buildings and the developer shall be entitled to enter into agreement for sell and transfer its own name with any intending Purchaser/s or transferees for their residential and/or commercial purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the Owners and this agreement by itself shall be treated as consent by the Owners.

ARTICLE – VIII, PROCEDURE

1. The Owners shall grant to the Developer and/or its nominee or nominees a registered Development Power of Attorney after execution of this Development Agreement for the purpose of obtaining the sanctions from different authorities in connection with the construction of the proposed building and also for pursuing and following up the matter with the appropriate authority or authorities and also for dealing with the intending Purchaser/s for transferring the Developer's allocation.

ARTICLE – IX, CONSTRUCTION

1. The developer shall be solely and exclusively responsible for construction of the said buildings.

2. That the owners will not be liable for any illegal or unauthorised construction or any objection of the outside people against the proposed buildings, the Developer will be held full responsibility for the same.

ARTICLE – X, SPACE ALLOCATION

1. After completion of the building by the Developer, the Owners shall be entitled to obtain physical possession of the owner's allocation and the balance constructed area and other portions of the said building shall belong to the Developer and the Developer will be entitled to hand over Developer's Allocation to the respective end users.
2. Subject as aforesaid and subject to owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space on the ground floor of the said premises shall exclusively belong to the Owners and Developer contained herein.
3. The Owners shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the Developer.
4. The Developer shall be exclusively entitled to the Developer's allocation in the proposed building with exclusive right to obtain transfer or otherwise deal with or dispose of the same without any right claim and/or interest therein whatsoever and the Owners herein shall not in any way interfere with or disturbed the quite and peaceful possession of the Developer's allocation too.

ARTICLE – XI, BUILDING

1. The Developer shall at its own cost construct, erect and complete the multi storied building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the buildings shall be completed entirely by the developer within 24 (twenty four) months from the date of obtaining sanctioned plan from the South Dum Dum Municipality, with 6(six) months grace period for adverse situation.

2. The Developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, water storage tanks, lift, lift room, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are

required to be providing as residential building self-contained apartment and constructed spaces for sell and/or residential flats and/or constructed space therein on Ownership basis.

3. The Developer shall be authorised in the name of the Owners in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyment of the building for which purpose the Owners herein shall executive in favour of the Developer a registered Development Power of attorney and other authorities as shall be required by the Developer.
4. The Developer shall at its own cost and expenses and without creating and financial or other liability on the Owners construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer with the consent of the Owners in writings.
5. All costs, charges and expenses including architects fees shall be paid discharged and borne by the Developer and the Owners shall have no liability in this context.
6. The Developer shall provide at its own cost electricity wiring, water, pipeline, sewerage connection in portion of the owner's allocation too.

ARTICLE – XII, COMMON EXPENSES & FACILITIES

1. The Developer shall pay and bear the property taxes and other dues and outgoing in respect of the owner's allocation of the said building according to dues as and from the date of handing over vacant possession by the Owners till as provided hereafter.
2. As soon as the entire building is completed, the developer shall give notice to the Owners requesting the Owners to take possession of the Owners' allocation in the building.
3. The Owners and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and Developer and both the parties shall keep each other indemnified against all claims actions demands, costs, charges and expenses and

proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the developer in this behalf.

4. As and from the date of service of notice of possession, the Owners and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both owner's and developer's allocation.

ARTICLE – XIII, COMMON RESTRICTION

The Owners' allocation in the building shall be subject to the same restriction and use as are applicable to the Promoter/Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include as follows :

1. Neither party shall use or permit to be used the respective allocation, in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the building.
2. Neither Party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf and/or building structure shall not be effected by any means.
3. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

ARTICLE – XIV, OWNER'S OBLIGATION

1. The Owners shall pay all municipal taxes due only payable in respect of the said land before the date of execution of this Development Agreement.
2. The Owners shall authorize the Developer to do and perform all works and to sign all papers and documents including the buildings plan would be necessary for sanction of the building plan, by executing necessary Power of Attorney or any Indenture relating thereof in favour of the Developer.

Subject to proceeding clauses, the Owners hereby grant exclusive licence and permission to the Developer to construct, erect and complete the proposed buildings on the said land including the Owners' allocation of the said proposed buildings in accordance with the sanctioned building plan.

4. The Developer shall at its own cost for and on behalf of the Owners submit the building plan with South Dum Dum Municipality, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the buildings or of the premises and pursue the same time to time. The Developer comply with all changes to be made in the buildings plan as shall be required by the South Dum Dum Municipality and other Statutory Authority, Government or other Authorities as aforesaid, comply any sanction, permission clearance or approval as aforesaid.

5. The Developer shall be exclusively entitled to the Developer's allocation in the buildings with the rights to transfer or otherwise deal with or disposed of the same subject to comply with the terms and conditions of this agreement and the Owner's shall not in any way interfere with or disturb the quite and peaceful possession of the Developer's allocation.

6. The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of the any of the Developer's allocation and/or selecting the person in whose favour the Developer shall sell/transfer the Developer's allocation.

7. The Owners hereby agree and covenant, with the Developer not to let out, grant, lease, mortgage encumber and/or charges the said plot of land or any portion thereof till the purpose of this agreement is fully satisfied.

8. The land Owners shall not be entitled to claim any other portion or portions of the proposed multi-storied buildings other than the Owners' allocated portions per sanction of the building plan mentioned above. The land Owners shall have common right over the land, passage, open spaces, landing etc with the Developer and/or with the intending Purchaser or Purchasers of Flat/Unit under Developer's allocated portion.

9. It is agreed that the Developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation save and except the land Owner's allocation to different

prospective buyers and simultaneously sell out those portions, flats and covered areas to the prospective buyers against such monetary consideration which shall be determined solely by Developer in which the land Owners shall not able to interfere in any manner whatsoever for purpose of execution of the Deed of Conveyance in respect of the different portion in favour of different buyers.

10. That the legal heirs and successors of the present owner/s will remain bound and shall abide by all the terms and conditions mentioned in this Agreement, if any of present owner/s expire during the stipulated period. Be it specifically mentioned herein that if any of the owner expire during the period of construction, in that case the legal heirs of the deceased owner shall be bound to execute a fresh Supplementary Development Agreement and General Power of Attorney as well as keeping all the terms and conditions intact and owner's allocation remain same and if any partner of the developer expire during the construction period, in that event also the owners shall be bound to execute a fresh Supplementary Development Agreement and General Power of Attorney as well as keeping all the terms and conditions intact and owner's allocation remain same in favour of legal heirs of the Developer without demanding anything whatsoever if the legal heirs and other alive partner willing to continue the construction work and unfinished work.

11. That the Owners further undertake not to file any suit intentionally against the Developer which will obstruct the Developer from the carrying out the job of construction. If the suit filed by Owners intentionally against the Developer and for that reasons the construction work is delayed and/ or stopped, in that event Developer entitled to claim the cost of construction carried out by the Developer upto the date of stop work, which will necessary by a registered valuer to be appointed by the Developer.

12. The owners hereby declare that they have not any other legal heirs save and except them, if any false or anything found absurd, then on that event the owners will be responsible for the same and they will be liable to pay compensation to the Developer if any losses occurs by the owners.

ARTICLE – XV, OWNERS' RIGHT

The Owners shall be entitled to transfer and otherwise deal with the Owner's allocation of the buildings to any person/persons and intending purchaser/purchasers in the manner they like.

ARTICLE – XVI, DEVELOPERS' RIGHT

1. The Developer will hold possess on the said plot of land as exclusive license and the Developer shall have got authority to construct the buildings on the said plot of land as per building plan so to be sanctioned by the South Dum Dum Municipality.

2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at its own cost and expenses on behalf of the Owners and the Developer will pay and bear all fees including Architect's fees and municipal charges and expenses required to be paid or deposited.

3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling its allotted portion mentioned above excluding the and shall settle terms with the prospective buyers of the flats etc and the Owners may join in the said Agreement as necessary parties without making any objection to enable the Developer to sell their allotted portion with the proportionate share of the said land to the said intending buyers.

4. On the date of execution of this agreement the land Owner shall handover copy of all the original title deeds, documents and/or papers in respect of the First Scheduled property to the Developer for the purpose of facilitating the Developer to undertake the development job on the land of the said premises and to fulfill other required jobs for smooth progress of the said proposed buildings. The Developer shall issue acknowledgement letter for the said original documents to the owners.

5. That the owners shall always be agreeable to give inspection of all Original Title Deeds, Record of rights, Tax Receipts or any other relevant papers, if any to the Developer or any Financial Institutions /Banks or their representatives for the purpose of sanctioning of home loan to the intending purchasers.

ARTICLE – XVII, DEVELOPER'S OBLIGATION

1. The Developer hereby agreed and comments with the Owners not to violate or contravenes any of the provisions of rules applicable to construction of the said buildings.

2. The Developer hereby agrees and covenant with the Owners not to do any acts deeds or things whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any Owner's allocation in the buildings at the said premises vice versa.

The Developer shall provide amenities and fixture in the Owners allocation as per specification attached herewith.

ARTICLE – XVIII, LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as Constituted Attorney of the Owners to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owners shall be borne and paid by the Developer specific may be required to be done by the Developer and for which the Developer may need the authority of the owner's applications and other documents may be required to be signed of made by the owner's relative to which specific provisions may not have been mentioned herein.

2. After handing over the possession of owners' allocation, the owners may register proper Deeds of documents between them at their own cost in respect of their respective allocation.

3. The name of the building shall be settled mutually.

4. As and from the date of completion of the building the developer and/or its transferees and the Owners and/or their transferees shall be liable to pay and bear proportionate charges on account of Government taxes payable in respect of their allocation.

5. There is not existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement have been canceled and are being suppressed by this agreement and the Owners agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

6. The Developer shall obtain completion certificate at its own cost and expenses from the local South Dum Dum Municipality. The Developer shall hand over the Xerox copy of the said completion certificate of the building to the Owners at the time of handing over the owner's allocation.

7. Both parties shall abide by laws, byelaws, rules, rules and regulations of the government, statutory bodies and/or local bodies as the case may be and shall attend to answer

the responsibility for any division, violation and/or breach of any of the laws, by laws and regulations.

ARTICLE – XIX, FORCE MAJEURE

1. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

2. The term force majeure shall mean and include flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other or further commotion beyond to the reasonable control of the Developer.

ARTICLE – XX, GOVERNING LAW, ARBTRATION & JURISDICTION

1. This Agreement shall be governed by and be construed in accordance with the laws of the Republic of India.

2. If any dispute arise between both parties regarding construction of building, then on that event both parties shall have every right to take legal action against each other in proper courts having its jurisdiction as per law.

THE FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece or parcel of "Bastu" land measuring an area 02(two) cottahs 04(four) chittacks more or less together with a tile shed structure admeasuring 700 sq.ft. more or less comprised in C.S. Dag No. 1658, R.S. Dag No.5046 corresponding to L.R. Dag No. 4894 under L.R. Khatian No 2281, 5493 and 2183, E.P. No.134, S.P. No 138, J.L. No. 20, R.S. No 154, Touzi No 3083, at Mouza – Satgachi, P.S., Dum Dum, Premise No.99/138, Holding No.174, Bapuji Colony, Kolkata - 700028, within the limits of South Dum Dum Municipality, Ward No 23, Additional District Sub-Registration office Cossipore Dum Dum, in the District of 24-Parganas (North).

The property is butted and bounded as follows: -

ON THE NORTH : Colony Road;
 ON THE SOUTH : Multistoried building;
 ON THE EAST : Colony Road;
 ON THE WEST : House of Apresh Chandra Kundu

THE SECOND SCHEDULE ABOVE REFERRED TO
[Common Parts and Portions]

1. The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stairways, top floor roof, entrance to and exit from the building intended for common use.
2. Common rights on the passages and lobbies on the ground floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump house appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical Sub-Section, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainages, rain water pipes, septic tank, deep tube well with boaring therein.
8. Boundary walls and main gate of the building.
9. Entrance and exist gate of the building.
10. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Common Expenses]

1. All costs of maintenance, replacing repairing, white-washing, painting, rebuilding, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and/or parking spaces.

2. The cost of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
3. Insurance premium for insuring the said building against earth – quake, fire, lightning, mob-damages, civil commotion etc.
4. The salaries of durwans (if any provide), sweepers, electricians, plumbers and all other person employed for the same purpose.
5. All charges and deposit for supplies of common utilities to the co-owners in common.
6. Municipal Taxes and other outgoing save those as are separately assessed on the respective flat or unit.
7. All litigation expenses for protecting the title of the said land and building.
8. Costs of establishment and operation of the Association upon its formation relating to common purposes.
9. All expenses referred above shall be borne and paid proportionately by the Owners and other flat owners on and from the date of taking over the possession of her respective flats.

THE THIRD SCHEDULE ABOVE REFERRED TO **SPECIFICATION**

BUILDING STRUCTURE

R.C.C. column, beam, roof, pillar, tie-beam as per structural design approved by the competent authority.

WALLS

Outer walls 8" thick, walls between two flats 5" thick inner walls 3".

FLOOR

All floors will be of Marble (2'-0" x 2'-0").

DOORS

All door frames of the flat shall be made of good quality saal wood.

Entrance Door and inside doors will be flush doors, PVC door in toilet.

WINDOWS

Aluminum sliding window with glass panel with M.S. Grill

KITCHEN

One cooking platform and sink will be black stone and back wall 2.5'ft. height white glazed tiles above cooking platform to protect the oil spot. One steel sink will be provided.

TOILET

In the toilet Indian type pan / commode will be installed, with standard low down cistern, plumbing fittings and two CP bib cock and one shower point in bath. Toilet walls will be finished by glazed tiles upto ceiling from the floor level. These toilets are of standard materials.

PLUMBING

Inside of the toilet pipe line will be concealed. Pipe line will be P.V.C. as suitable.

ELECTRICAL

Full concealed wiring in all flats

Each flat will be provided with the following electrical points.

BED ROOMS	:	2 light points 1 fan point 2 plug points
LIVING/DINING ROOM	:	2 light points 1 fan point 2 plug point (15 amp.)
KITCHEN	:	1 light point 1 plug points 1 exhaust fan point
TOILET	:	1 light point 1 exhaust fan point
VERANDAH	:	1 light point
CALLING BELL	:	One calling bell point at the main door.

WATER SUPPLY

Water will be supply from underground water reservoir to overhead water tank.

PAINTING

Inside wall of the flat will be finished with wall plaster of paris:
All doors frame and palla painting with primer.

COMMON SERVICE AND UTILITIES AREA

Septic tank, overhead water tank, electric meter space, underground water tank at the ground floor common passage.

EXTRA WORK

For extra works other than specified above the Owners shall pay extra amount for extra work to the Developer before commencing the extra work.

WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of :-

Witness :

1. Pijali Paul
1, No. Nayapatti Road
Kolkata - 700055
2. Ajay Kumar Das
B1, Green Park Road
Kolkata - 700074

- *[Handwritten signature]*
- *[Handwritten signature]*
- *[Handwritten signature]*
- *[Handwritten signature]*

- Albana Jarna

BAJRANG ENTERPRISE
SIGNATURE OF THE LAND OWNERS

[Handwritten signature]
Partner

BAJRANG ENTERPRISE
Suryjit Das
Bapi Kota Partner

SIGNATURE OF THE DEVELOPER

Drafted by

[Handwritten signature]
Soumitra Sur

(Advocate)
High Court, Kolkata
Enrolment No.F-294/2019
• : 8240903193

NAME OF THE PRESENTANT / EXECUTANT
BUYER / CLAIMANT WITH PHOTO

UNDER RULE 44A OF THE LR. ACT. 1908

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand	Left Hand					
	Right Hand					

Name DULAL MUKHERJEE

Signature

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand	Left Hand					
	Right Hand					

Name GAYATRI MUKHERJEE

Signature

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand	Left Hand					
	Right Hand					

Name AVIJIT MUKHERJEE

Signature

NAME OF THE PRESENTANT / EXECUTANT
BUYER / CLAIMANT WITH PHOTO

UNDER RULE 44A OF THE LR. ACT. 1908

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand	Left Hand					
	Right Hand					

Name PRASENJIT MUKHERJEE

Signature

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand	Left Hand					
	Right Hand					

Name ALPANA JANA

Signature


		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand	Left Hand					
	Right Hand					

Name SUBRATA GHOSH


Signature

NAME OF THE PRESENTANT / EXECUTANT
BUYER / CLAIMANT WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT. 1908

	Left Hand	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Right Hand	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger

Name SURAJIT DAS
Signature Surajit Das

	Left Hand	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Right Hand	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger

Name BAPI KAR
Signature Bapi Kar

Photo	Left Hand	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Right Hand	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger

Name
Signature

Registration under section 60 and Rule 69.
in Book - I
Number 1506-2020, Page from 76251 to 76295
No 150601511 for the year 2020.



Digitally signed by PRIYA MUKHERJEE
Date: 2020.02.24 12:31:29 +05:30
Reason: Digital Signing of Deed

Priya Mukherjee

(Priya Mukherjee) 2020/02/24 12:31:29 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

Attested
Sabaat Ali

(This document is digitally signed.)