

4172/22

J - 4130/2022

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

संयोजित बंधन

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

AM 797880

3/26/22
212889207/22
Verify that the documents are attached
to registration. The signature sheets
and the endorsement sheets are in the
with this documents are the date
this document

3
Add District Sub Registrar
Bhadrabad, West Lake City
26 SEP 2022

-: DEVELOPMENT AGREEMENT:-

THIS DEVELOPMENT AGREEMENT is made on this 26th day of SEPTEMBER, 2022
(Two Thousand Twenty Two) A.D.

M/s Bhagwati Udyog
S. Ghosh
Proprietor

BETWEEN

MR. UMESH PRASAD JAISWAL [PAN : ACRPJ8733A] & [AADHAR NO. 2912 1327 8639] son of Late Durga Prasad Shaw alias Jaiswal, by Religion - Hindu, by Occupation - Business, residing at Durga Bhawan, 32, Karbala Tank Lane, Beadon Street, Kolkata - 700 006, hereinafter referred to and called as the "LAND OWNER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) on the ONE PART.

AND

MA BHAGAWATI UDYOG, a Proprietorship firm having its office at Flat-F1, 3rd Floor, Utsav Apartment, No. 3 Govt. Colony, P.S. English Bazar, P.O. (District : Malda, Pin - 732101, being represented by its proprietor SANANDA GHOSH [PAN-AIDPG33021] & [AADHAR NO. 2878 0854 2035] daughter of Rathindra Nath Roychoudhury, residing at 170 Sarat Ghosh Garden Road, Dhakuria, West Bengal- 700031, hereinafter called and referred as the DEVELOPER (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives, successors-in-office and assigns) on the OTHER PART.

WHEREAS one MR. UMESH PRASAD JAISWAL purchased and possessed ALL THAT piece and parcel of Salt land measuring an area of 15 (fifteen) Decimals or 9 (nine) Cottah 1 (one) Chittack 9 (nine) Sq.ft. under the Jurisdiction of Addl. District Sub-Registration office at Bidhan Nagar (Salt Lake City) and at Mouza - Gopalpur, Police Station - Airport in the District of North 24 Parganas, C.S. Dag No. 5319, R.S. Dag No. 3543 under C.S. Khatian No. 1721, R.S. Khatian No. 1773, J.L. No. 2, R.S. No. 140, Touzi No. 125B/1 The land is RayatDhakhaliSwattwa under the Government of West Bengal, which he purchased by virtue of one Deed of Conveyance dated 16th day of January, 2003 which was recorded in Book No. I, Volume No. 167, Page from 64 to 79, Being No. 02919 for the year 2003 from Md. Rostam Ali against valuable consideration recorded therein.

AND WHEREAS the Developer, the party of the Second Part herein, having offered proposal for development of the said plot by construction of a Multi-storied building upon the same land (morefully and particularly described in the FIRST SCHEDULE hereunder written) at their own

cost in accordance with the building plan to be sanctioned by the Bidhanagar Municipal Corporation and the Land Owner have agreed to and/or accepted the Developer's proposal inclusive of consideration therefore as contained herein.

AND WHEREAS the Land Owner herein declare that the said property is free from all encumbrance, charges, liens and attachments and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authority or statutory or any other authorities, in fact.

AND WHEREAS pursuant to the said proposal of the Developer, the party of the Second Part herein and the Land Owner, the party of the First Part herein have agreed to cause to effect construction of a Multi-storied building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer, the party of the Second Part hereto has agreed to develop the said plot of land into a Multi-storied building thereon as per terms and conditions hereinafter written

AND WHEREAS subsequently the Land Owner herein made contact with one Developer i.e. **"MA BHAGAWATI UDYOG"**, a Proprietorship firm having its office at Flat-F1, 3rd Floor, Utsav Apartment, No. 3 Govt. Colony, P.S. English Bazar, P.O. District : Malda, Pin 732101, being represented by its proprietor **SANANDA GHOSH** [PAN-AIDPG3302L] & [AADHAAR NO. 2878 0854 2035] daughter of Rathindra Nath Roychoudhury, residing at 170 Sarat Ghosh Garden Road, Dhakuria, West Bengal- 700031, hereinafter called and referred as the **DEVELOPER**, contacted the **Landowner** and requested the **Landowner** to allow her to develop the said premises as desired by the **Landowner** by constructing the proposed Multi-storied building in accordance with the building to be sanctioned in the name of the **Developer**, at its own arrangement, costs and expenses.

AND WHEREAS the Land Owner herein now declare that the said property is free from all encumbrance, charges, liens and attachments and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authority or statutory or any other authorities, in fact.

AND WHEREAS the Land Owner herein subsequently have decided to develop the land through a recognized developer who has sufficient knowledge and experience in raising masonry building in and around the City of Kolkata and Rajarhat and with such intention the party of the First Part made contact with the party of the Second Part / Developer herein i.e. **"MA BHAGAWATI UDYOG"**, a **PROPRIETORSHIP** firm, having its registered office at Flat-F1, 3rd Floor, Utsav Apartment, No. 3 Govt. Colony, P.S. English Bazar, P.O. + District : Malda, Pin - 732101, represented by its sole Proprietor - **SANANDA GHOSH**, daughter of Rathindra Nath Roychoudhury, residing at 170, Sarat Ghosh Garden Road, Dhakuria, West Bengal- 700031, and thereby approached the Second Part / Developer to undertake the said development job of the said land by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the land by construction of a Multi-Storeyed building on the land. The party of the Second Part / Developer on being such approached had taken detailed discussion with the Land Owner with respect to the prospect of the said project and thereby the party of the Second Part / Developer herein has been satisfied as to the title of Land Owner with respect to the prospect of the said project.

NOW THIS AGREEMENT WITNESSETH and it is hereby and hereunder agreed by and between the parties as follows:-

ARTICLE - I

DEFINITIONS:

Unless it is repugnant to or inconsistent with the context of these presents:

- 1) **LAND OWNER** shall mean **MR. UMESH PRASAD JAISWAL** son of Late Durga Prasad Shaw alias Jaiswal, by Religion - Hindu, by Occupation - Business, residing at 32E/IB, Gora Chand Road, P.S - Burtolla, Kolkata- 700006, by Nationality - Indian.
- 2) **DEVELOPER** shall **"MA BHAGAWATI UDYOG"**, a Proprietorship firm having its office at Flat-F1, 3rd Floor, Utsav Apartment, No. 3 Govt. Colony, P.S. English Bazar, P.O. + District : Malda, Pin - 732101, being represented by its proprietor **SANANDA GHOSH** [PAN-AIDPG3302L] & [AADHAAR NO. 2878 0854 2035] daughter of Rathindra Nath Roychoudhury, residing at 170 Sarat Ghosh Garden Road, Dhakuria, West Bengal- 700031, by Faith - Hindu, by Occupation - Business, by Nationality - Indian

Ma Bhagawati Udyog
S. Ghosh
Proprietor

Final

Ma Bhagwati Udyog
S. Ghosh
Proprietor

- 3) **SAID PLOT OF LAND** shall mean ALL THAT, piece and parcel of Sali land measuring an area of 15 (fifteen) Decimals or 9 (nine) Cottah 1 (one) Chittack 9 (nine) Sq.ft. under the Jurisdiction of Addi. District Sub-Registration office at Bidhan Nagar (Salt Lake City) and at Mouza - Gopalpur, Police Station - Airport in the District of North 24 Parganas, C.S. Dag No. 5319, R.S. Dag No. 3543 under C.S. Khatian No. 1721, R.S. Khatian No. 1773, J.L. No. 2, R.S. No. 140, Touza No. 125B/1. This land is RayatDhakhaliSwattwa under the Government of West Bengal, free from all encumbrances.
- 4) **SAID BUILDING** shall mean and include all that Multi - Storied building to be constructed on the land as described in "First Schedule" hereunder written in accordance with the building plan to be sanctioned by the Competent Authority and consisting of several self contained residential flat/unit/Garages/ spaces etc and the building shall be known as "**DIPTI APARTMENT**".
- 5) **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the developer only.
- 6) **BUILDING/PREMISES** shall mean Multi-storied building to be constructed upon the said lands in accordance with the building plan required to be duly sanctioned by the Bidhannagar Municipal Corporation with all its variations, (morefully and particularly described in the **SECOND SCHEDULE** hereunder written).
- 7) **THE COVERED AREA** shall mean the built - up area measured at floor level of any Flat/Unit taking the external dimension of the flat including the built-up area of Balconies/Verandahs there excepting the walls separating one Unit from the other of which 50% (fifty percent) only to be added.
- 8) **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the **THIRD SCHEDULE** hereunder written.
- 9) **UNDIVIDED SHARE** shall mean the undivided variable and impartible proportionate share in the lands attributable and allocable to any unit / units within the building as aforesaid to be determined in relation to the area of the respective unit / units.

- 10) **BUILDING PLAN** shall mean the plan interalia touching the construction of the building and contents thereof in the shape of flats, car parking and other space including variations therein as permissible and modification thereof, in any, as well, requiring to be sanctioned by the Bidhannagar Municipal Corporation in the name of the Developer at her own costs and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said Bidhannagar Municipal Corporation and agreed by the Land Owner.
- 11) **TRANSFER** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer interalia of flats / units in the Multi-storied building to be constructed under the project and interalia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or portions of portions thereof to the intending purchasers thereof.
- 12) **TRANSFEREES** shall mean the Purchaser to whom any flat and / or other space or spaces in the said building will be transferred.
- 13) **DEVELOPMENT AGREEMENT** shall mean this agreement dated of 26th day September, 2022 A.D. between the Land Owner and the Developer in respect day of **FIRST SCHEDULE** property and construction of building thereon with terms and conditions embodied herein in detail.
- 14) **UNITS** shall mean flats and other spaces within the building on or at the said premises, each of them being part thereof, in fact.

ARTICLE - II

LAND OWNER'S SHARE AND ALLOCATION shall mean :-

That 43% total constructed area so to be constructed on the basis of the sanction plan of the multi-storied building what will be sanctioned by the competent authority in due course (as per mutual discussion by the both parties) and later on after preparation of the floor plan, the flats, garages & shops will be demarcated in the floor plan and copy of the said demarcated floor plan be supplied to the landowner along with supplementary development agreement denoting the flats and garages with the purview of the land owners allocation.

That Adjustable Refundable security deposit of Rs. 10,00,000/- (Rupees ten Lakhs) only to be paid by the Developer to the Land Owner on the date of this agreement.

It is also settled that except the landowner's allocation as described above, the Landowner will not get any area for the constructed multi-storied building, so to be constructed by the present developer on the land in question. The other areas will be the exclusive consideration of the developer.

DEVELOPER'S SHARE AND ALLOCATION shall mean :-

That 57 % total constructed area of the proposed multi-storied building.

ARTICLE - III BUILDING:

1. The Developer, as agreed shall at his own cost and expenses construct at the said premises a Multi-storied building according to the specification mentioned in the **SIXTH SCHEDULE** hereunder written in accordance with the plan so to be sanctioned by the Bidhannagar Municipal Corporation. The building to be constructed shall be of good standard quality building materials and workmanship, without using substandard materials and all such specifications, materials, fixtures and fittings as shall be required therefore.
2. Subject to approval of the Developer, and that of qualified Architect as shall be engaged by the Developer for construction of the building under the project. The building materials, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for user or application of substandard building materials. Moreover before using the said building materials, the same have to be approved by the qualified Architect to be engaged by the developer after having a conversation with the Land Owner herein.
3. The Developer shall install and erect in the said Multi-storied building at his own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs together with other arrangements as shall be required to be provided in the building containing flats, Car parking and other spaces to be constructed in connection with the same being permitted by Bidhannagar Municipal Corporation concerned.
4. The Developer shall at his own costs and expenses and without creating any financial or other liability upon the Land Owner shall construct and complete the Multi-storied building upon the aforesaid land. The Land Owner have to pay the fine & penalty for the extended portion of their allocated portion to the concern authority apart from sanction area.

ARTICLE - IV

DEVELOPER'S OBLIGATION:

1. The Developer hereby agrees and covenants with the Land Owner not to transfer or assign the benefits of the Agreement or any part thereof without the consent in writing of the Owner. No Consent shall be required from the owner on the part of the Developer to transfer and assign the benefit of the Developer's allocation as mentioned above to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner may be prevented from enjoying or selling / assigning and/or disposing of any of the portions within the Land Owner allocation in the building.
3. That by signing of this agreement the developer has agreed to clear municipal mutation and conversion in due course & submit sanctioned plan before the competent authority and get it sanctioned from the competent authority within 6 (six) months from signing of this agreement and the construction of the said building will be completed within **30 (thirty) months from the date of sanction of building plan** and within the stipulated time i.e. within **30 (thirty) months** the Developer will hand over the Landowner's Allocation complete in all respects. In case of failure on the part of the Developer to deliver the Possession of the owner's allocation within the stipulated period due to any extraordinary situation, force majeure beyond his control, in such event the Landowner shall extend further period of maximum **6 (six) months**. And if the developer fails to handover the Owner's allocation within the stipulated time i.e. **36 (thirty six) months** including grace period of 6 (six) months in such event the developer is liable to pay Rs. **50,000/= (Rupees fifty thousand)** only per month to the Landowners as rent charge.
4. It is agreed that in the event of any damage or injury arising out of accidents resulting from, carelessness of the workmen or other victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction of the Multi-storied building under the development project the Developer shall have all the responsibility and liability therefore and shall keep the Land Owner, their estate and effects safe and harmless agreeing to indemnify all claims damages, rights and actions in respect of such eventualities.
5. The Land Owner shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building.

Ma Bhagwati Udyog

S. G. G. G.

Proprietor

6. The Developer undertakes to deliver the portion under allocation of the Land Owner before disposal of any other portions, the Land Owner having the right of the first instance in such respect, provided, however, that upon completion of the building in every details and upon notice as shall be issued by the developer requiring the Land Owner to take delivery of possession of their allocation. If for any reason the Land Owner fail to do so within thirty days from the date of issuance of such notice the same shall not stand as a bar to the developer's making delivery of the portion within their allocation or any part thereof unto others according to their will or to dispose of any portion out of their allocation to any intending purchaser or purchasers thereof.

ARTICLE - V

LAND OWNER'S OBLIGATION:

1. The Owner shall pay all outstanding dues payable in respect of the said land relating areas dues of Municipal and B.L. & L.R.O. tax and mutation and other outgoing tax till the date of execution of this development agreement or handing over of the land whichever is later.
2. The Owner will undertake he shall deliver vacant and peaceful khas possession of the said land (morefully and particularly described in the **FIRST SCHEDULE** hereunder written) to the developer on the day of sanction of the building plan.
3. The Owner have agreed to sign the building plan so to be prepared by the Architect appointed by the Developer for submission to the Bidhannagar Municipal Corporation for necessary sanction thereof. The Land Owner shall authorize the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer. Land Owner will also execute registered power of attorney for selling the Developer's portion.
4. Subject to the preceding clauses the Land Owner hereby grant, exclusive, licence and permission to the Developer to construct, erect and complete the proposed building on the said land in accordance with the building plan to be sanction for construction of the building under the project.

Ja Bhagawati Udyog
S. Ghosh
Proprietor

5. The Developer at his own cost shall submit the building plan before the Owner for approval of the plan required for the construction of the building on the premises and pursues the same from time to time. The Developer shall comply with all the formalities require for all changes to be made in the building plan being required by the Land Owner and other statutory authorities and shall comply with requirements for any sanction, permission, clearance or approval as aforesaid subject to full co-operation of Land Owner therefore.

6. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of his allocation or portions thereof and the Land Owner shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation mentioned as aforesaid.

7. The Land Owner hereby agree and convent with the Developer not to cause any interference or hindrance to the construction work of the said building by the Developer on the said plot of land

8. The Land Owner hereby agree and convent with the Developer not to sell, let out, grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof.

9. The Land Owner undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with any third party in respect of the said land or any portion thereof

10. The Land Owner further shall not be entitled to claim any area and/or amount of sale proceeds of the Developer's allocated portion mentioned above nor shall be entitled to claim any share in the amount of sale proceeds from intending purchaser or purchasers of the Developer's allocation or portions thereof as may be received by the Developers as Constituted Attorney of the Land Owner herein.

11. The Developer shall be entitled to fix sign boards on the said property for advertisement and insertions in newspapers and other advertising media for making the project known to the public and both the parties herein shall jointly choose a name for the Multi-storied building to be constructed under the project it being so agreed by the parties hereto.

12. It is agreed that the Developer shall be entitled to enter into any agreement for sale in respect of Developer's allocations to different prospective buyers thereof and to sell out portions there under in the shape of flats, car parking and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by the developer and in such matters and in the matter, of receipt of bookings and/or earnest monies from the intending buyers of any portion within the Developer's allocation or of different portions within the allocation of the developer the Land Owner shall not interfere in any manner whatsoever.

13. The Land Owner without any just reason shall not be entitled to repudiate, rescind and/or cancel this development agreement and the registered general power of attorney as has been executed by the Land Owner simultaneously with the execution hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfers and/or till completion of such development project as a whole

14. The Land Owner shall execute a registered power of Attorney authorizing the Developer herein to appoint Architect, Labour and to obtain electricity, water sewerage, Drain from the Owner and WBSIDCL and to sign and execute any agreement for sale, deed of conveyance or conveyances respecting developer's allocation mentioned in this agreement to intending purchaser or purchasers who shall be nominated by the developer herein.

15. Simultaneously with the execution hereof the Land Owner herein handover all original documents relating to the land morefully and particularly described in the FIRST SCHEDULE hereunder written, to the developer herein and the developer herein will return the said documents to the Land Owner or Association within the building after satisfaction of the development agreement as envisaged.

16. In case of death of the Land Owner, their legal heirs, executors will have to follow this Development Agreement and shall co-operate & favour all proceedings for smooth commencement of work without any financial demand.

ARTICLE - VI

DEVELOPER'S RIGHTS:

1. The Developer will hold and possess the said plot of land as exclusive licensee and shall have authority to construct the building on the said plot of land as per building plan to be sanctioned by the Owner.
2. If any amendment or modification is required in connection with said building plan the same shall be done by the Developer at his own cost and expenses on behalf of the Land Owner and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment and/or modifications of the building plan, if necessary provided, however, that such amendments or modifications would not prejudice the Land Owner in any manner whatsoever.
3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling Developer's allocation within the building to be constructed under the project or portion thereof containing flats/units etc. setting terms therefore with the prospective buyers therefore and the constructed attorney sign and execute on behalf of the Land Owner relating to Agreements for sale of such flats/units as a necessary party therefore and the Land Owner without making any objection to enable the developer to sell his allotted portion together with undivided proportionate share in the lands below the same to the said intending buyers subject to requirements by the developer.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from the prospective buyers in respect of Developer's allocated portion and/or share in the said proposed building with flats and other spaces as referred to as saleable area and can issue receipt in his name or on behalf of his firm name acknowledging such receipts in terms of this agreement without making the Land Owner liable or accountable for the same at any point of time.

ARTICLE - VII

MISCELLANEOUS:

1. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer wherefore the Developer may need the authority, of the Land Owner and various applications and other documents may be required to be signed or made by the Land Owner relating to which specific provisions may not have been made herein. The Land Owner hereby undertakes to do all such acts, deeds, matters and things and if necessary shall execute necessary papers as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Land Owner in respect of the said plot and/or the Owner's allocation and/or do not go against the spirit of this Agreement.
2. Any notice required to be given by the Developer shall be deemed to have been served upon the Land Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer by the Land Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due.
3. The Developer and the Land Owner shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its outgoings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination of common passage, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc. and white wash and other items required for due maintenance of the building and/or common services.
4. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction, meaning, purport, and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to the court of Law for appointment of an Arbitrator as per provision of Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment.

ARTICLE - VIII

INDEMNIFICATION BY THE LAND OWNER:

1. The Land Owner undertake for indemnifying the developer in case of any unreasonable hindrance her part as may stand as a bar to the developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Land Owner as against the provisions hereof declaring that the developer shall be entitled to the construction under the project and enjoy their allocation without any interference or disturbance subject to their performing, observing and fulfilling all the terms herein contained and/or the obligations hereunder to be performed by the developer.

ARTICLE - IX

INDEMNIFICATION BY THE DEVELOPER:

1. The developer hereby undertakes not to make the Land Owner liable for and to compensate him for and / or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.

2. The Developer hereby undertake to indemnify and kept the Land Owner indemnified from and against all actions, suits, costs, preceding and claims and demands that may arise touching the allocation of the Land Owner or that of the developer in connection with development work involved in the project interalia inclusive of construction of the building there under and/or any defect therein as may result in such consequences causing the Land Owner to suffer there from in any manner whatsoever.

ARTICLE - X

FORCE MAJEURE:

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relative obligations herein being prevented by the existence of

Ma Bhagawati Udyog
S. Ghosh
Proprietor

force majeure which shall remain suspended for the time being, entitling them to be suspended from their such obligations during the duration of the force majeure

2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion etc which may be beyond the control of any of the parties

:::FIRST SCHEDULE ABOVE REFERRED TO :::

(THE ENTIRE LAND)

Handwritten: Journal
ALL THAT, piece and parcel of Sali land measuring an area of 15 (fifteen) Decimals or 9 (nine) Cottah 1 (one) Chittack 9 (nine) Sq.ft. under the Jurisdiction of Addi. District Sub-Registration office at Bidhan Nagar (Salt Lake City) and at Mouza - Gopalpur, Police Station - Airport in the District of North 24 Parganas, C.S. Dag No. 5319, **R.S. Dag No. 3543** under C.S. Khatian No 1721, **R.S. Khatian No. 1773**, J.L. No. 2, R.S. No. 140, Touzi No. 125B/1. The land is Rayat Dhakhali Swattwa under the Government of West Bengal, Butted and bounded as follows:

ON THE NORTH	:	R. S. Dag No. 3542,
ON THE SOUTH	:	R. S. Dag No. 3541,
ON THE EAST	:	Road.
ON THE WEST	:	R.S. Dag No. 3544 & R.S. Dag No. 3553,
MEASUREMENT	:	North: 92'-0" Feet. South: 98'-0" Feet, East: 68'-0" West: 72'-0" Feet

:::SECOND SCHEDULE ABOVE REFERRED TO :::

PART - I

LAND OWNER'S SHARE AND ALLOCATION shall mean :-

That 43% total constructed area so to be constructed on the basis of the sanction plan of the multi-storied building what will be sanctioned by the competent authority in due course (as per mutual discussion by the both parties) and later on after preparation of the floor plan, the flats, garages & shops will be demarcated in the floor plan and copy of the said demarcated floor plan be supplied to the landowner along with supplementary development agreement denoting the flats and garages with the purview of the land owners allocation.

Handwritten: Ma Bhagwati Udyog S. Ghosh Proprietor

That Adjustable / Refundable security deposit of Rs. 10,00,000/- (Rupees ten Lakhs) only to be paid by the Developer to the Land Owner on the date of this agreement.

It is also settled that except the landowner's allocation as described above, the Landowner will not get any area for the constructed multi-storied building, so to be constructed by the present developer on the land in question. The other areas will be the exclusive consideration of the developer.

PART-2

DEVELOPER'S SHARE AND ALLOCATION shall mean :-

That 57% total constructed area of the proposed multi-storied building.

---THIRD SCHEDULE ABOVE REFERRED TO---

**THE LAND OWNER AND THE INTENDING PURCHASER OR PURCHASERS
ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON
PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE**

1. Lift
2. Stair cases on all the floors.
3. Stair cases landing on all floors.
4. Main gate of the said building/premises and common passage and common passage and lobby on the Ground to Top floor.
5. Water pumps, water tank, water pipes and overhead tank on the roof and other common plumbing installations and also pump.
6. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
7. Lighting in the common space, passage, staircase including electric meter and fittings.
8. Common Electric meter and box.

Ma Bhagwati Udyog
S. G. H. S. H.
Proprietor

9. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefore, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
10. Windows, Doors, Grills and other fittings respecting the common areas of the premises
11. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the respective units.
12. Electrical wiring meters (excluding those installed for any particular unit).
13. **GENERAL COMMON ELEMENTS and facilities meant for the said UNIT.**

- a. All private ways, curves, side-walls and areas of the said premises.
- b. Exterior conduits, utility lines.
- c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
- d. Exterior lighting and other facilities necessary for upkeep and safety of the said building.
- e. All elevations including shafts, shaft walls, machine rooms and facilities.
- f. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- g. The foundation, corridor, lobbies, stairways Entrance and exists, path ways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
- h. Utility lines, telephony and electrical systems contained within the said building.
- i. The ultimate ROOF or terrace including structure in the said building will jointly be undivided property among the Land Owner, Developer and the other Land Owners - the intending purchaser or purchasers of different units, subject to limitation, if any to their such rights, the purchaser or purchasers being together entitled to use and enjoy the

ultimate roof and/or terrace with the Land Owner, Developer, other intending purchaser or purchasers without causing inconvenience to one another.

:-FOURTH SCHEDULE ABOVE REFERRED TO :-

**THE LAND OWNER AND INTENDING PURCHASER OR PURCHASERS WITHIN
THE BUILDING SHALL HAVE TO BEAR:-**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water gas pipe, electric wirings, installations, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser co-purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrance, passages, landings, stair cases and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, lift, electrical installations, over lights and service charges and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire lightning, civil commotion etc.
7. Municipal taxes, Multi-storied building tax, if any and other similar taxes save those separately assessed on the respective unit.

Ma Bhagawati Udyog
S. Ghosh

Proprietor

Handwritten: 4/2/2021

Ma Bhagawati Udyog
S. Ghosh
Proprietor

8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building and Govt. duties as may be determined by the flat and/or Unit Land Owner Association, as shall be formed by the unit Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Land Ownership Act and bye laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of area within the same as against the total area within the building to be covered there under.
11. Cost of Electricity in the premises charges of Transformer, main line, common meter etc. borne by the Land Owner and purchaser or purchasers.

:-: FIFTH SCHEDULE ABOVE REFERRED TO :-:

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT/FLAT INTERALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER:

1. The Purchaser or purchasers / Land Owner and other occupiers, if any of the building shall not be entitled to use the aforesaid unit for the following purpose:
 - a. To use the said unit and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance or annoyance to the Land Owner or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.

Ma Bhagawati Udyog
S. Singh
Proprietor

Proprietor

3.

members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

--SIXTH SCHEDULE ABOVE REFERRED TO--
(SPECIFICATIONS)

1. CIVIL STRUCTURE: The Building will be R.C.C. frame structure as per design approved by the Architect with 8" brick wall of outside and 5" brick partition wall.
2. Sand: a) For Roof & Column - with heavy sand / Sand Course. b) For other purpose - with medium sand / Medium Course
3. Stones: with 5" x 8" size.
4. Bricks: 1 No. Bricks.
5. TMT Bars: with Durgapur 550D/ELEGANT / S.R.M.B. 500.
6. Cements: with Lafarge / Ambuja / Century / A.C.C. / Ultratech/Ramco. Cement will not be used of Mini Plant.
7. Flooring & Common Area: All floors & common area casting with 2' x 2' branded companies tiles (Niteco / Orient Bell / Johnson/or same quality)
8. Stair & Landing area: Best quality antiskid Tiles / Marble/Granite.
9. Ground Floor: Floor Tiles / Paver Blocks.
10. Septic Tanks: With materials as per sanction building Plan.
11. Doors: All door frames will be shawl wood 4' x 2.5', all doors will be Tycoon/Century/Green ply flush door. There will be one Godrej Lock in the main door. Doors of Bathroom Toilet will be of Syntex Sheets. (Rounak PVC)
12. Windows: All the windows will be 1.2 gage Aluminium frame with 3.5 m.m. glass panels together with fittings and fixtures. Grill will be fixed in all the windows.
13. Stair Case & Balcony: Stair case and balcony grill will be made by the iron bar with simple design and grill at balcony 3' height (S.R.M.B./Shyam Steel / Durgapur)

Ma Bhagawati Udyog
S. Ghosh
Proprietor

- 14.** Painting/White-Washing/Snow-Cement: All the interior walls, ceilings, hands etc will be finished with putty without colour painted(Asian paint / JK / Nerolac) and the External surface of the building will be painted with colourful paints (Nerolac / Berger)
- 15.** Wall Finishing: All the internal surface of the Flats finished with cement plaster and putty finished without paints
- 16.** Plumbing: All plumbing lines will be concealed with standard quality (Supreme/Bansal / Utkarsh / Kissan).
- 17.** Kitchen : Wall of Kitchen casting with glazed tiles upto 3 Ft height. Cooking platform with built in sink and granite top. Two C P bib cocks will be provided to the kitchen, exhaust fan hole will be provided in the kitchen.
- 18.** Dining : One white basin (Hindware / Sonet) with one tap(Copter).
- 19.** Water Pipe & Rain Water Pipe: Standard Quality (PVC) (Supreme/Bansal /Utkarsh / Kissan)
- 20.** Electrification: All electric lines will be concealed with Mescab wire and Pritam Switch. a) 2 BHK Flat: Minimum 20 electrical points with A/C & Fridge point.
b) 3BHK Flat: Minimum 25 electrical points with A/C & Fridge point.
- 21.** Toilet: Floor with marble and wall with glazed tiles up to door height (7'). All toilet will be a single line taps, a shower, a white Commode with cistern (Hindware / Sungold / Sonet). All taps will be standard quality (Mark / Esso).
- 22.** In every building top roof will be rounded by parapet wall.
- 23.** Two submersible pumps, over head tank will be provided by the Developer
- 24.** Electrical Transformer, main meter connection, two Elevator with 6-8 person capacity (Kone / Johnson / Otis) and one Generator will be provided of Jackson.
- 25.** If any extra work done by the Developer apart from specification mentioned as above of the said building in that event the landlord/purchasers will be agree to bear and/or

pay for such extra work to the developer and such work shall be done subject to written consent of the landlords and according to specification and /or estimation of the landlord as shall be submitted to the developer beforehand

Ten fingers impression of the Land Owner and Developer are enclosed herewith is a part of Development Agreement.

IN WITNESS WHEREOF, the parties hereto have set and subscribed his respective hands and seals, the day, month and year first above written.

Signed and delivered by the above
named Land Owner at Kolkata in
the presence of

Omprakash Prasad Jaiswal

• SIGNATURE OF LANDOWNER

WITNESSES

1. Atasikhet Islam
with P.C. Kedarchandhan
P.S. NAWDA
Dist. - Mysore
Pin - 742133

2. Dipankar Paul
C-51/5, Ban Sakhi Abason
Salt Lake, Sec. D, Kot 700031

Signed, sealed and delivered by the above
named Developer at Kolkata in the
Presence of witnesses referred above.

Ma Bhagawati Udyog
Sananda Ghosh
Proprietor

DEVELOPER

Drafted by:

Sumanta Tripathi
Sumanta Tripathi
B.A. LL.B., ADVOCATE
HIGH COURT, CALCUTTA
ENROLL NO. WB/1066/2011
Mob-9830707655

RECEIVED of and from the within named DEVELOPER the within mentioned sum of Rs. 10,00,000/- (Rupees thirty five lakh) only as adjustable money from the developer in the following manner.

MEMO OF CONSIDERATION

RTGS No	Date	Bank	Branch	Amount
BDBLR52022092200004237	22-09-2022	Bandhan	Mokdampur	Rs. 10,00,000

Umee G Bhusal Jaiswal

Signature of the Land Owner

WITNESSES:

1. *Md. Magbom Stalbo.*

2. *Dipankar Bani*

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

L.H. BOX- SMALL TO THUMB PRINTS

R.H. BOX-THUMB TO SMALL PRINTS

 <i>Chandra Basant Jaiswal</i>	LH						
	RH						

ATTESTED - *Chandra Basant Jaiswal*

 <i>Sananda Ghosh</i>	LH						
	RH						

ATTESTED - *Sananda Ghosh*

	LH						
	RH						

ATTESTED -

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2022, Page from 172007 to 172041
being No 150404130 for the year 2022.



Digitally signed by RITA LEPCHA DAS
Date: 2022.10.12 11:25:41 +05:30
Reason: Digital Signing of Deed.

(Rita Lepcha) 2022/10/12 11:25:41 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)