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AG 619868

FOR JAYA CONSTRUCTION  
 Ashish Kumar  
 Proprietor

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 29th day of NOVEMBER Two Thousand Twenty One (2021) BETWEEN SRI NIRANJAN KAUNDA (PAN AGAPK2777J) (Aadhaar No. 4493 6110 3445), son of Late Mahendra Chandra Kaunda, by religion Hindu, by occupation Lawyer, by Nationality Indian and residing at Laskarkpur Holding no. 320, Street Name Peyarabagan, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153, , Dist. 24 Parganas (South),

Niranjan Kaunda

Declared that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document

Addl District Sub - Registrar Garis  
 South 24-Pgs. 9 NOV 2021

hereinafter called and referred to as the "LANDOWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S. JAYA CONSTRUCTION having its main office at 53, New Santoshpur Main Road, P.O. Santoshpur, P.S. Purba Jadavpur, (now Survey Park), Kolkata - 700075 being represented by its sole proprietor **SRI ASHOK KUMAR GHOSH** (PAN AFWPG7145P) (Aadhaar No. 3291 3663 6062) son of Late Murari Mohan Ghosh, by faith Hindu, by occupation Business, by nationality Indian and residing at 125/4, Santoshpur Avenue, P.O. Santoshpur, P.S. Purba Jadavpur (now Survey Park), Kolkata - 700075 (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office, executors, administrators, legal representatives and assignees) of the SECOND PART.

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**WHEREAS** one Jitesh Ranjan Ghosh, son of Late Rashik Lal Ghosh, of Laskarpur, P.S. Sonarpur (now Narendrapur), Dist. 24 Parganas (South), purchased various plots of lands situated at Mouza Laskarpur, P.S. Sonarpur, Pargana Magura, Sub Registry Office Sonarpur, Touzi No. 3-5, R.S. No. 174, J.L. No. 567, Khatian No. 426, Dag No. 587 land measuring more or less 0.25 decimal Danga land and in the same Mouza Under Khatian No. 78, Ahajuddin Mondal by one registered deed of sale which was registered on 04.10.1951 and registered at the office at District Registry office at Alipore and while enjoying the above lands as absolute owner, the said Jitesh Ranjan Ghosh decided to sell the lands and knowing this information from reliable sources,

*Nisaranjan Karmakar*

Sushil Kumar Kaunda, Anil Kumar Kaunda & Niranjana Kaunda – three sons of Mahendra Ch. Kaunda (now deceased) agreed to purchase the land as described hereinabove and finally on receipt of the total consideration amount from the above three purchasers i.e. the three sons of Mahendra Ch. Kaunda (now deceased), the said Jitesh Ranjan Ghosh transferred the above lands in favour of the above three purchasers by one registered deed of sale, which was registered on 18.10.1960 and recorded in book no. I, Volume No. 77, pages 81 to 84, being no. 3169 for the year 1960 and registered at the office at District Registrar Alipore, 24 Parganas (South).

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**AND WHEREAS** in the last Revisional settlement Record the said lands recorded under Khatian nos 699/700 in the name of previous owner.

**AND WHEREAS** the above three purchasers i.e. the 3 sons of Late Mahendra Ch. Kaunda (now deceased) filed one title suit no. 123 year 1963 against Sahajuddin Mondal and others, before the Ld. 1<sup>st</sup> Sub Judge Alipore, which was later on decreed on 20.02.1964, wherein it was mentioned that the said two khatian nos were wrongly recorded.

**AND WHEREAS**, one of the three purchasers namely Anil Kumar Kaunda, son of Mahendra Chandra Kaunda (now deceased) sold his undivided 1/3<sup>rd</sup> share in the land as described in the Schedule "A" hereunder (which was collectively purchased by the three brothers namely Sushil Kumar Kaunda, Anil Kumar Kaunda & Niranjana Kaunda) in favour of his two brothers namely Sushil Kumar Kaunda and Niranjana Kaunda by one registered deed of sale which was registered on 01.03.1971 and recorded in book no. I, Volume No. 12, pages 103 to 107, being no. 715, for the year 1971 and registered at the Sub-Registry Office Sonarpur, 24 Parganas (South)

*Niranjana Kaunda*

AND thereafter one partition deed was signed and executed on 06.03.1971 between the above two brothers namely Sushil Kumar Kaunda and Niranjan Kaunda both sons of Mahendra Ch. Kaunda, which was registered and recorded in book no. I, Volume No. 12, pages 108 to 110 Being no. 716 and registered at the Sub Registry office at Sonarpur, Dist. 24 Parganas and as per the terms and conditions of the said partition deed, land measuring more or less  $07\frac{5}{6}$  cottahs (out of 15 cottahs) at Mouza Laskarpur, P.S. Sonarpur (now Narendrapur), Dist. 24 Parganas, Hal Khatian No. 699, Dag no. 587 and in the same Mouza and P.S. Land measuring 09 satak doba land under Khatian no. k78, Dag no. 574 allotted in the main of Sushil Kumar Kaunda.

AND WHEREAS land measuring more or less  $07\frac{1}{6}$  cottahs (out of 15 cottahs) at Mouza Laskarpur, P.S. Sonarpur (now Narendrapur), Dist. 24 Parganas, Hal Khatian No. 699, Dag no. 587 as described in the Schedule "A" hereunder allotted in the name of Niranjan Kaunda i.e. the Landowner, hereinabove, who mutated his name in the Assessment Department of the Rajpur Sonarpur Municipality which is being assessed as holding no. 320 Street name Peyarabagan, P.O. Laskarpur, P.S. Sonarpur (now Narendrapur) Kolkata - 700153 and which is now lying in the jurisdiction of the Rajpur Sonarpur Municipality Ward No. 31 and constructed one building on the land as described in the schedule "A" hereunder written.

AND WHEREAS the Landowner hereinabove while enjoying and possessing as absolute owner of the land described in the Schedule "AS" hereunder, submitted one mutation application to the office at B.L. & L.R.O. and finally the name of the Landowner hereunder recorded as the OWNER of Bastu land measuring more or less 0.12 satak situated at Mouza Laskarpur, P.S. Sonarpur (now Narendrapur), Kolkata 700153

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under L.R. Khatian no. 649, L.R. Dag No. 1290, J.L. No. 57 and now paying Govt. Revenues in his own name regularly.

**AND WHEREAS** the landowner herein decided to develop the aforesaid landed property, which is morefully and particularly mentioned in the Schedule 'A' hereunder written but to scarcity of fund and lack of experience to develop or construct any multi-storied building at his own risk and responsibility and for the said purpose the landowner herein met with the Developers herein namely M/S JAYA CONSTRUCTION being represented by sole proprietor Sri Ashok Kumar Ghosh, son of Late Murari Mohan Ghosh i.e. the party of the second part hereinabove and discussed with the said developer about the development of a project on the land as described in the Schedule 'A' hereunder and the said developer agreed to develop the project on the said land 'A' at its own cost and responsibility and both the parties hereinabove entered into this agreement on the following terms and conditions to avoid future litigation.

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

**ARTICLE- I**

**(Definitions)**

(In these presents unless it is repugnant to or inconsistent with following expressions shall have the following meanings):-

- a) **OWNER** : shall mean **SRI NIRANJAN KAUNDA** (PAN AGAPK2777J) (Aadhaar No. 4493 6110 3445), SON OF Late Mahendra Chandra Kaunda, by religion Hindu, by occupation Housewife, by Nationality Indian and residing at Holding no. 320, Street Name Peyarabagan (Building called and known as SUO

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KUTHIR), P.O. Laskarpur, P.S. Sonarpur (now Narendrapur), Kolkata – 700153, Dist. 24 Parganas (South), within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 31.

- b) **DEVELOPER** : shall mean **M/S. JAYA CONSTRUCTION** having its office address 53, New Santoshpur Main Road, P.O. Santoshpur, P.S. Purba Jadavpur (now Survey Park), Kolkata – 700075 – being represented by its sole proprietor Sri Ashok Kumar Ghosh son of Late Murari Mohan Ghosh, by religion Hindu, by occupation business, by Nationality Indian, and residing at 125/4, Santoshpur Avenue, P.O. Santoshpur, P.S. Purba Jadavpur (now Survey Park), Kolkata – 700075.
- c) **TITLE DEEDS** : shall mean all the documents referred to hereinabove and other documents necessary to establish title to the landowner over the premises holding no.; 320 Peyarabagan, P.O. Laskarpur, P.S. Sonaprur (now Narendrapur), Kolkata – 700153, in the Dist. South 24 Parganas.
- d) **THE SAID PREMISES** : shall mean ALL THAT piece and parcel of a bastu land measuring more or les 12 sataks along with the existing two storied building comprised in L.R. Khatian no. 649, L.R. Dag No. 1290, J.L. No. 57, Mouza Laskarpur, P.S. Sonarpur (now Narendrapur), Kolkata 700153, with the limits of the Rajpur Sonarpur Municipality holding no. 320, Street Name Peyarabagan, Kolkata 700153, Dist. 24 Parganas (South).
- e) **BUILDING** : shall mean and include the proposed G+IV storied building to be constructed upon the said premises mentioned in earlier paragraph in accordance with the building plan to besanctioned by the Kolkata Municipal Corporation and necessary modification may be done or as to be required, by the developer that to be sanctioned from the Rajpur Sonarpur Municipality..

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- f) **COMMON PARTS AND PORTIONS** : shall mean the common parts portions areas and facilities to comprise in the said new building (more fully and particularly mentioned and described in the schedule 'E' hereunder written).
- g) **SALEABLE SPACE** : shall mean the space in the new proposed building available for independent use and occupation by the developer as described in 'Developer's Allocation' after making due provisions for common facilities and space required thereof and after providing the owner' allocation.
- h) **THIS AGREEMENT** : shall be deemed to have commenced on or with effect from date of registration and shall be inforce till all saleable space are sold and handover possession to all purchasers / transferees including possession of owner' allocation till completion of all documents papers including obtaining C.C. from the Rajpur Sonarpur Municipality, mutation, service connection and other requirement service and registration of flats etc..
- i) **LANDOWNER'S ALLOCATION (as mentioned in the Schedule "B" hereunder** : shall mean the Landowner will be entitled to get 45% (forty five) percent constructed area (i.e. sanctioned FAR plus 45% (forty five) percent ground floor and (i.e. sanctioned FAR) of the proposed new building to be constructed on the land as described in the Schedule hereunder together with the proportionate share of as described in the "Schedule hereunder together with the proportionate share of land of the premises and right to use common areas, and all facilities and amenities in the building along with all the occupants of the building and forfeit money / non refundable amount and adjustable amount as mentioned hereunder.

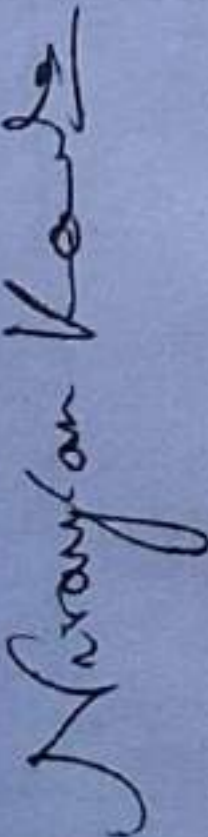
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*Prayon Kanda*

- i. Forfeit or non refundable amount of Rs. 4,00,000/- (Rupees four lakh) only.
- ii. Adjustable amount Rs. 10,00,000/- (Rupees ten lakh) only.
- j) **DEVELOPER'S ALLOCATION** : (as mentioned in the Schedule "C" hereunder) shall mean the developer will be entitled to get remaining 55% (fifty five percent) constructed area (i.e. sanctioned FAR) plus 55% (fifty five) percent ground floor area (i.e. sanctioned FAR) of the proposed new building to be constructed on the land as described in the schedule hereunder together with the proportionate share of land and right to use common areas, common portions and amenities in the building alongwith all other occupants in the building.
- k) **BUILDING NAME** : shall mean "**SURO KUTIR**" at Premises Holding No. 320 , Street Name Peyarabagan, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153, with the jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 31.
- l) **THE ARCHITECT** : shall mean such person or persons, firm or firms, company or companies with requisite qualification who will be appointed by the developer time to time for designing and planning and supervision of the new building.
- m) **BUILDING PLAN** : shall mean such plan prepared by the architect for the construction of one G+IV storied new building on the said land premises and shall include all future renewals and/or reversions, modifications and/or alterations as may be deemed necessary by the architect of the said building thereof legally done.
- n) **TRANSFER** : with its grammatical variations shall include transfer by possession and by any other means adopted for effect what is understood as a transfer

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- o) **TRANSFEREE** : shall mean a person, firm, limited company, association or person to whom any space in the building will be transferred.
- p) **TIME** : shall mean the construction shall be completed within 2 (two) years after getting the building plan to be sanctioned by the Rajpur Sonarpur Municipality.

The Developer shall prepare one rough building plan and after approval of the same by the landowner will submit the final building plan copy duly signed by the land owner within 2 (two) months after Registration of this Development Agreement followed by Development Power of Attorney..

- q) **WORDS** : importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.
- r) **COMMON PURPOSES** : shall mean and include the purpose of upkeep management maintenance administrations and protection of the common portions and the purposes of regulating mutual rights and obligations of the owner and/or occupants of the respective residential flat/car parking space and/or constructed spaces and all other purposes of matters in which the owner and/occupants have common interest relating to the building.
- s) **ROOF** : shall mean the ultimate roof of the new building.
- t) **SPECIFICATION** : shall mean and include the various specification, brief details are mentioned in the schedule 'D' hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the architect from time to time in its absolute discretion and in the event any purchaser and/or the landowner requiring any upgraded specification and/or better specification for a particular flat/space

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*Nirajan Kanta*

then the purchaser and landowner so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the developer.

## ARTICLE- II

### (Interpretations)

In this agreement (save to the extent that the context otherwise so requires :

- a) Words denoting one gender shall include other genders as well.
- b) Words denoting singular number shall include the plural and vice versa.
- c) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this agreement from time to time in force.
- e) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- f) The schedules shall have effect and be construed as an integral part of this agreement.

## ARTICLE- III

### (Commencement Title)

- a) This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date within 3 (three) months from the date of handing over the possession of the old

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building to the developer by the landowner (hereinafter referred to as the COMMENCEMENT DATE).

- b) The owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises.
- c) None other than the owner have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
- d) There is no excess vacant land at the said premises within the meaning of the Urban land (ceiling and regulation) Act, 1976.
- e) The Developer has inspected the title of the owner and agrees and covenants not to raise any objections thereto or make any requisition in connection therewith.

#### ARTICLE- IV

#### (Developers Right)

- a) The Landowner grant, subject to what has been hereunder provided an exclusive right to the developer to build and to exploit commercially the said plot of land and shall be able to construct the G+IV storied building thereon in accordance with the plan to be sanctioned by the Rajpur Sonarpur Municipality containing flats, car parking spaces and shop space and/or revised sanctioned plan and to sell / let-out / rent / lease / mortgage the flats and car parking spaces in developer's allocation to prospective buyers at developer's choice. The developer shall entitle to obtain necessary advances from such buyers in terms and conditions as the developer in their absolute discretion deem fit and proper.
- b) All application, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary registrations, mutation and sanction from the appropriate

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*Nisargan Kaur*

authorities shall be prepared and submitted by the developer on behalf of the owner at his own cost and expenses and the developer shall pay charges and bear all fees including architect's fees required to be paid or deposited for exploitation of the said premises provided, however that the developer shall be exclusively entitled to all refunds of any or all payments and/or deposit made by the developer.

- c) The developer is hereby authorized and empowered in relation to the said construction, so far as may be necessary to apply and obtain quotas, entitlements and other allocation of or for cement, steel, bricks and other materials allocable to the owner for the construction of the said building and similarly to apply and obtain temporary and/or permanent connection of water, drainage, electricity, power and/or gas to the building and other inputs and facilities required for which purpose the owner does hereby agree to execute in favour of the developer such power of attorney and other authorities as shall be required by the developer and the owner shall also sign all such applications and other documents as shall be required for the purpose of or otherwise for or in connection with the construction of the said building from time to time.
- d) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said premises/property or any part thereof to the developer or as creating any right, title or interest in respect of the developer other than an exclusive right and interest by the developer to commercially exploit the said plot of land in terms hereof and to deal with the developer's allocation in the new building in the manner hereinafter stated.

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Proprietor

*Hirayon Kante*

**ARTICLE- V**  
**(Possession)**

- a) The owner is hereby giving and the developer is taking quite, peaceful and unencumbered possession of the aforesaid premises simultaneously with the execution of this agreement. The developer is now enable to survey the entire premises and do soil test and take all necessary steps for constructing the proposed building. The developer shall demolish the old building at his own cost and collect the entire saleable amount in his own amount. The developer shall arrange proper rental accommodation for the owner from the date of getting vacant possession of old building for development purpose. The developer shall also arrange to shift all furniture etc. etc. of the owner from the old building to the rental premises and again from rental premises to owner's location in the new building. The entire cost of labour and transport charges for shifting as above (two times) shall be bourne by the developer. The owner shall not be responsible for the same.
- b) The developer shall complete the construction of the building approximately within 2 (two) years after getting sanctioned building plan from the Rajpur Sonarpur Municipality. Unless prevented by Force Majeure and Acts of God, but in case of necessity the period shall be extended to a maximum period of another 6 (six) months). The developer shall apply for completion certificate to the Rajpur Sonarpur Municipality and/or receipt of the same shall provide a copy of the same to the owner for his record.
- c) The developer shall on completion of the new building put the landowner in undisputed possession of the owner's allocation

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*Hirayen Kanda*

*Asubh Singh*

together with all proportionate rights in common to the common portion as absolute owner thereof.

- d) The developer shall be exclusively entitled to the developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affected his interest without any right, title, claim or interest therein whatsoever of the Landowner's and the Land owner's shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation. The Land owner shall only transfer by way of proper deed of conveyance either in favour of the developer or in favour of the nominee / nominees of the developer, the undivided share of the land excepting the proportionate share of land of the owner.
- e) In so far as necessary all dealing by the developer in respect of the new building shall be in the name of the owner for which purpose the owner undertakes to execute a legal power of attorney in favour of developer to empowering him to do all acts, deeds, matters and things in his name and on his behalf as will be mentioned in the said power of attorney and on or before handling over the owner's allocation within the stipulated period the developer by dint of power of attorney shall absolutely be entitled to transfer his allocation to any third party or parties appearing before the registering authority. If any error is/are subsequently detected, those will be rectified or modified by the parties herein in a form and manner reasonably if required by the developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the owner nor there shall be any clause inconsistent with or against the terms mentioned in this agreement. Moreover the owner will execute any rectification if necessary time to time make

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Proprietor

*Jagan Kumar*

affidavit, declaration, correction as and when required by the developer and for the interest of the project and the entire cost will be borne by the Developer.

- f) That the owner shall execute the deed of conveyance in favour of the developer or its nominee in respect of such bona-fide part or parts of the new building as specified in developer's allocation as shall be required by the developer all costs and all expenses including income tax clearance certificate in that behalf will be borne and paid by the developer.
- g) The developers at the time of development, shall be entitled to construct go-down and put up sign boards and holdings, on the said premises and shall be entitled to advertise in the daily news papers for sale of developer's allocation after execution of these present for the purpose of this agreement.

#### ARTICLE- VI

##### (Owner's Obligations)

- a) The owner hereby agrees and covenant with the developer that during the continuance of the agreement of the owner shall not to cause any interference, hindrance, impediment or obstruction whatsoever in the construction or development of the said premises by the developer, subject to the developer shall carry out its obligation strictly in terms of the present agreement.
- b) The owner hereby agrees and covenant with the developer not to do any act or deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any portion or portions of the developer's allocated portion in the building.
- c) The developer shall not have any right to let, grant, transfer, lease, mortgage and/or charges the allocated super built-up area of the owner's allocation but developer shall have all right to let

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*Ashok Chugh*  
Proprietor

*Hirayam Kambh*

out, grant, lease, booking money etc. from the person / persons, company / companies in respect of the developer's allocation.

- d) The owner however, hereby grants authorization in favour of the developer constituting and nominating the developer to construct the building and authorize them to sell / lease / rent / let-out / mortgage / transfer the flats and car parking spaces shop areas in developers allocation (excepting owner's allocation) and for such purpose, to enter into agreement with any intending purchaser or purchasers, receive all earnest money and all payments to consideration money which developers think proper without any interference by the owner. All the consideration money shall be realized and appropriate by the developer absolutely at its discretion and the owner shall have no claim whatsoever against the sale proceeds or any part of developer's allocation and to execute, sign and register such deed or deeds of agreement for sale and agreements in respect of the said flats and car parking spaces etc. in developer's allocation
- e) The owner shall not do any act, deed or thing whereby the developer shall be prevented from completing the construction of the said building as per sanction plan.
- f) The owner doth hereby also agrees with the developer that above said proposed G+IV storied building which will be constructed on the land area morefully mentioned in the schedule 'A' herein and owner' allocation which allotted / mentioned in this agreement according to proposed rough plan and if area of construction (FAR) of the building is increased after sanctioned plan then the owner's allocation should be increased as well as if the construction area will be decreased according to FAR on that event owner have no right to make any objection.

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*Ashekhbhusinh*  
 Proprietor

*Nayan Kanda*

ARTICLE- VII**(Developer's Obligations)**

- a) The developer shall construct or cause to be constructed the said building or buildings in terms of this agreement and in accordance with the plan prepared by reputed architect and also approved by the owner or any such revised building plan.
- b) The developer shall complete the building within 2 (two) years after sanctioned plan from the Rajpur Sonarpur Municipality. The time of completion of the building in all respect shall be matter of vital consideration and they should be performed strictly. In case the developer could not performed his obligation due to aforementioned reason in that case the parties may be mutually extended time as mentioned earlier for completion of the project. The developer shall pay and bear all Municipal taxes including all arrears payable for the said premises from the date of his taking possession of the premises and/or from the date of handing over the peaceful physical possession of the land by the owner to the developer till the date of delivery of possession of owner's allocation to the owner as hereinbefore stated.
- c) As soon as the new building is completed within the time herein mentioned the developer shall give written notice to the owner for taking possession of owner's allocation in the new building in terms of this agreement and according to the specification and plan thereof at all times thereafter the owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings (from the date of getting such owner's allocation from the Developer in writing) and imposition whatsoever (hereinafter of the sake of brevity referred to as the said rates payable in respect of the schedule property.

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 Proprietor

*Nisayin Kaur*

- d) Both the parties shall abide by all laws, bye laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right of the owner.
- e) The respective allottee / transferee shall keep their respective allocation in the building in good working condition and repairs.
- f) Neither party shall throw, accumulate any dirt, rubbish or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors common paces & areas or any other portions of the building.
- g) The Developer shall be responsible to pay Municipal tax , Government Revenues and other taxes if any, from the date of getting old building in vacant possession for Development.
- h) The Developer shall at its own costs and expenses and without creating any financial liability upon owner construct and complete the said purposed building and various units and /or apartments therein in accordance with the sanction building plan and any amendment thereto or modification thereof to be approved by the Rajpur Sonarpur Municipality, may abused to be made by the Developer.

**ARTICLE- VIII**  
**(Miscellaneous)**

- a) The owner and the developer have entered into this agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the developer and the owner or as joint venture or joint adventure between the owner and the developer and not in any manner constitute an association or persons, each party shall keep the other party indemnified from and against the same and this agreement shall

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Proprietor

Nisayan Kaur

be binding on their heirs, executors, administrators, legal representatives and assigns of the parties hereto.

- b) It is understood that from time to time, to facilitate the construction of the building by the developer various acts, deeds and things and matters not herein specified or referred to may be required to be done by the developer for which the developer may require the consent, agreement, authority of the owner and various application and other deeds and provided however the developer shall be entitled to borrow money from any bank or banks or any financial institutions but without creating any financial liability or any liability whatsoever in nature on the owner of effecting and their estates shall not be encumbered and/or liable for payments of any dues of such bank, banks or financial institutions and for that purpose the developer shall keep the owner indemnified against all actions, suits, proceedings and cost, charges and expenses in respect thereof.
- c) Any notice required to be given by the any party herein shall without prejudice to any other mode of service available be deemed to have served upon the either one if sent under registered post with acknowledgement due at the address given in this agreement.
- d) The common parts and portions in the said building and the said premises as such as shall be necessary or be required and as though fit and determined by the owner for the beneficial enjoyment of all the occupants / allottees / transferee of both the part or parties hereto and such common parts and portions shall be declared and/or identified by the owner only upon the completion certificate is granted by the authorities concerned.
- e) As soon as the owner' allocation in the new building is completed. The developer shall give written notice to the owner requesting to

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*Ashok Chugh*  
Proprietor

*Nirajan Kanda*