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AB 509054

✓ National Student Service
Council, New York, March 24, 1964

21 JAN 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 18th day of January, 2019
Two thousand Nineteen 2019 BETWEEN

Priscilla Baker

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NO. Value
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Address 8122222222222222
Vendor

Sealdah Civil Court
(ALOKE MUKHERJEE)

BHAGAT CONSTRUCTION

Birendra Bhagat

Proprietor



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BHAGAT CONSTRUCTION

Birendra Bhagat

Proprietor



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- Sunder Shosh

Additional District Superintendent
Sealdah, New Town, North 24 Parganas

10 8 JAN 2019



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- Tarun Ghosh

(1) MR SAHADEB GHOSH, (Pan No. AXSPG8568L), Mob No. 9830533472, (2) MR BISWANATH GHOSH, (Pan No. BFIPG8585E), Mob No. 8336829697, (3) MR SUKDEB GHOSH, (Pan No. AQRPG2089A), Mob No. 983639438, all son of Sidheswar Ghosh (4) MR RAJ KUMAR GHOSH, (Pan No. AIVPG0232D), Mob No. 9830308254, (5) MR NABAKUMAR GHOSH, (Pan No. AWVPG9603P), Mob No. 8697345325, both son of Nilkanta Ghosh, (6) MR ASHOKE KUMAR GHOSH, (Pan No. AVKPG3712C), Mob No. 9830222960, (7) MR ARUP KUMAR GHOSH, (Pan No. AVKPG3709M), Mob No. 9836393374, both are son of Ratikanta Ghosh, (8) MR PRASANTA GHOSH, (Pan No. AHLPG8482G), Mob No. 9051837286, (9) MR DILIP GHOSH, (Pan No. BVEPG5914M), Mob No. 8017778912, (10) MR JAGADISH GHOSH, (Pan No. AXRPG9781G), Mob No. 9830506110, (11) MR TARUN GHOSH, (Pan No. AWDPG6686M), Mob No. 9830645153, all are son of Sital Chandra Ghosh, (12) MR GOUR GHOSH, (Pan No. CRRPG1986M), Mob No. 7407990465, son of Khagandranath Ghosh, all are by faith – Hindu, by occupation – Business, by Nationality Indian, residing at Chotochandpur, P.O – Rajarhat Bishnupur, P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135, (hereinafter called and referred to as the “OWNERS” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **ONE PART**.

AND

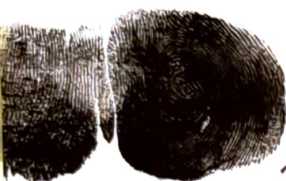
BHAGAT CONSTRUCTION a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, represented by its Proprietor **Mr. Birendra Bhagat (Pan No. AGVPB4287H), Mob-98312-52702**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, hereinafter called and referred to as the “**DEVELOPER/ PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **OTHER PART**.

Birendra Bhagat



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Sonpur Ora



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Pranab Das



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Ashoke Kumar Ghosh



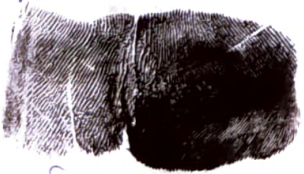
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- Raju (M)



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- Arup Ghosh



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- Sita (M)



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- Raj Kumar Chak



Official Correspondence
New Town, North 24 Parganas

18 JAN 2019

1. *Recitals & Background of the Premises :*

Ownership of Sahadeb Ghosh, Biswanath Ghosh, Sukdev Ghosh, Rajkumar Ghosh, Naba Kumar Ghosh, Ashoke Kumar Ghosh, Arup Kumar Ghosh, Prasanta Ghosh, Dilip Ghosh, Jagadish Ghosh, Tarun Ghosh and Gour Ghosh : The Owner No.1 Sahadeb Ghosh herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 1 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.0217 comprised in R.S/L.R Dag No. 526 and land measuring 1 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0209 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 834, the Owner No.2 Biswanath Ghosh herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 2 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.0417 comprised in R.S/L.R Dag No. 526 and land measuring 0.68 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0208 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 833, the Owner No.3 Sukdev Ghosh herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 1 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.0416 comprised in R.S/L.R Dag No. 526 and land measuring 1 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0208 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 835, the Owner No.4 Rajkumar Ghosh herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 2 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 526 and land measuring 1 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0313 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 887, the Owner No.5 Naba Kumar Ghosh herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 1 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 526 and land measuring 1 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0312 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 897, the Owner No.6 Ashoke Kumar Ghosh herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 2 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 526 and land measuring 1 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0312 comprised in R.S/L.R Dag No. 527,

Biswanath Ghosh

Sukdev Ghosh

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Paraj Borman
S/O Parikay Kumar Borman
Sealdah Court
P.O & P.S - Entally
Kolkata - 700014

উপ-নিবন্ধক অফিস
কলকাতা-৭০০০১৪, নর্থ ২৪ পরগণা

18 JAN 2019

L.R Khatian no. 787, **the Owner No.7 Arup Kumar Ghosh** herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 2 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 526 and land measuring 1 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0313 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 1003, **the Owner No.8 Prasanta Ghosh** herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 4 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.1250 comprised in R.S/L.R Dag No. 526 and land measuring 2 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 206 & 540, **the Owner No.9 Dilip Ghosh** herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 3 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.1250 comprised in R.S/L.R Dag No. 526 and land measuring 2 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0500 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 142 & 539, **the Owner No.10 Jagadish Ghosh** herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 3 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.1250 comprised in R.S/L.R Dag No. 526 and land measuring 2 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 117 & 538, **the Owner No.11 Tarun Ghosh** herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 3 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.1250 comprised in R.S/L.R Dag No. 526 and land measuring 2 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 127 & 536, and **the Owner No.12 Gour Ghosh** herein is the recorded owner of undivided "Danga" Land containing by admeasuring an area of 3 decimal more or less out of total land measuring 27 decimals more or less as per share of land 0.1250 comprised in R.S/L.R Dag No. 526 and land measuring 2 decimal more or less out of total land measuring 33 Decimals more or less as per share of land 0.0625 comprised in R.S/L.R Dag No. 527, L.R Khatian no. 993, lying and situate at Mouza – Chato Chandpur, J.L No.43, P.S – Rajarhat, Dist – 24 Pargans North, by way of inheritance. After inheritance they got mutated the same and have been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

AND WHEREAS That after inheritance the Owners Nos. 1 to 12 became the owner of undivided "Danga" land **measuring 27 Decimals more or less** out of total land measuring 27 Decimals more or less comprised in R.S/L.R Dag No. 526, and undivided "Danga" land **measuring 16.68 Decimals more or less** out of total land measuring 33 Decimals more or less comprised in R.S/L.R Dag No. 527, **i.e. total "Danga" Land measuring 43.68 decimals more or less**, L.R Khatian No. 834, 833, 835, 887, 897, 787, 1003, 206, 540, 142, 539, 117, 538, 127, 536, and 993, lying and situate at Mouza- Chato Chandpur, J.L No.43, R.S No. 126, P.S – Rajarhat, under Rajarhat Bishnupur-II Gram Panchayat, Dist – 24 Pargans North.

1.1 **Project property** : ALL THAT piece or parcel of undivided "Danga" land **measuring 27 Decimals more or less** out of total land measuring 27 Decimals more or less comprised in R.S/L.R Dag No. 526, and undivided "Danga" land **measuring 16.68 Decimals more or less** out of total land measuring 33 Decimals more or less comprised in R.S/L.R Dag No. 527, , **i.e. total "Danga" Land measuring 43.68 decimals more or less**, L.R Khatian No. 834, 833, 835, 887, 897, 787, 1003, 206, 540, 142, 539, 117, 538, 127, 536, and 993, lying and situate at Mouza- Chato Chandpur, J.L No.43, R.S No. 126, P.S – Rajarhat, under Rajarhat Bishnupur-II Gram Panchayat, Dist – 24 Pargans North.

1.2 **Development Agreement by & between the parties herein**: said (1) MR SAHADEB GHOSH, (2) MR BISWANATH GHOSH, (3) MR SUKDEV GHOSH, (4) MR RAJKUMAR GHOSH, (5) MR NABA KUMAR GHOSH, (6) MR ASHOKE KUMAR GHOSH, (7) MR ARUP KUMAR GHOSH, (8) MR PRASANTA GHOSH, (9) MR DILIP GHOSH, (10) MR JAGADISH GHOSH, (11) MR TARUN GHOSH, (12) MR GOUR GHOSH, present owners herein due to their busy schedule and lack of time is not able to develop the above mentioned plot of land, hence they have decided to enter in the present Development Agreement together with the Developer herein with a proposal to take the consideration in cash as an advance money which is refundable after handing over the owners allocation a sum of Rs. 20,00,000/- (Rupees twenty lacs) only of which Rs. 10,00,000/- (Rupees ten lacs) only shall be paid at the time execution of this agreement and balance Rs. 10,00,000/- (Rupees ten lacs) only shall be paid after conversion of aforesaid land and in kind 40 % of built up area of the total construction of the proposed building in habitable condition and for the smooth running of the said project, they have agreed to execute the Development Agreement, and a registered Development Power of Attorney of which the owners herein have appointed and nominated the said Bhagat

Biswanath Ghosh

Construction Developer herein as their constituted Attorney and to avoid future contradiction and confrontation the owners have agreed to execute this preparatory agreement with proper notification of the allocation shared between the owners and Developer as mutually agreed upon and the owners herein agreed to develop the aforesaid building on the following terms and conditions.

Biswanath Ghosh

- 1.3 **Registered Development Power of Attorney:** For the smooth running of the said project, the said Sahadeb Ghosh, Biswanath Ghosh, Sukdev Ghosh, Rajkumar Ghosh, Naba Kumar Ghosh, Ashoke Kumar Ghosh, Arup Kumar Ghosh, Prasanta Ghosh, Dilip Ghosh, Jagadish Ghosh, Tarun Ghosh and Gour Ghosh agreed to execute a registered Development Power of Attorney, by which the Landowner herein shall appoint and nominate present Developer herein as their Constituted Attorney.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:-

ARTICLE - I, DEFINITION

2.1 **BUILDING**

Shall mean multi-storied building so to be constructed according to plan to be sanctioned by the Developer herein under Rajarhat Bishnupur-II Gram Panchayet and so to be constructed on the plot of undivided "Danga" land measuring 27 Decimals more or less out of total land measuring 27 Decimals more or less comprised in R.S/L.R Dag No. 526, and undivided "Danga" land measuring 16.68 Decimals more or less out of total land measuring 33 Decimals more or less comprised in R.S/L.R Dag No. 527, , i.e. total "Danga" Land measuring 43.68 decimals more or less, L.R Khatian No. 834, 833, 835, 887, 897, 787, 1003, 206, 540, 142, 539, 117, 538, 127, 536, and 993, lying and situate at Mouza- Chato Chandpur, J.L No.43, R.S No. 126, P.S – Rajarhat, under Rajarhat Bishnupur-II Gram Panchayet, Dist – 24 Pargans North, More fully and particularly described in the First Schedule written hereunder and the said building hereinafter referred to as the "SAID BUILDING".

2.2 **COMMON FACILITIES AND AMINITIES :**

Shall mean entrance of the building, staircase, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.3 SALEBLE SPACE :

Shall mean the space within the building which is to be available as a unit / flat for independent use and occupation.

2.4 LANDOWNER'S ALLOCATION:

Shall mean 40 % of built up area of the total construction of the proposed building so to be constructed in accordance with the plan to be sanctioned by the Rajarhat Bishnupur-II Gram Panchayet and to be delivered free of cost to the Land Owners by the Developer as consideration for the construction and for transferring the constructed area including proportionate share of land of the said building receivable by the developer/promoter and more fully described in the Second Schedule written herein below.

2.5 DEVELOPER/PROMOTER'S ALLOCATION:

Shall mean all the constructed area 60% of the proposed multi-storied building (excluding Owner's allocation), including the proportionate share of common facilities, common facilities, common parts and common amenities of the building which is more fully described in Third Schedule written herein below.

2.6 ARCHITECT:

Shall mean such person or persons being appointed by the developer as Architect for the supervision of the construction of the said multi-storied brick built building.

2.7 BUILDING PLAN :

Shall mean such plan for the construction of the multi-storied building to be sanctioned by the Developer herein at their own cost under Rajarhat Bishnupur-II Gram Panchayet in the name of the Land Owners hereof for construction of the building, including its modification and amenities and

alteration if made at the cost and expenses of the developer and the developer shall bear and pay all such charges for the sanction of the building plan as shall be required by the competent authority.

2.8 **BUILT UP AREA** :

Here built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common portion wall between two flats / unit and cent percent area covered by the individual wall for the said flat / unit.

2.9 **ADVOCATE FOR THE PROJECT:**

Shall mean Paraj Barman (Advocate), 39, Chinar Park, Rajarhat Road, P.O – Hatiara, Kolkata – 700 157.

2.10 **COVERED AREA** :

Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift, (if any).

2.11 **SUPER BUILT UP AREA** :

Here super built up area means the total covered area plus 25 % of the covered area service area.

ARTICLE - II, COMMENCEMENT

3.1 This Agreement shall be deemed to have been commenced on and with effect from 18th day of January, 2019.

ARTICLE - III, LANDOWNER'S RIGHT & REPRESENTATION

4.1 **Rightful legal possession:** The Land Owners is now seized and possessed of and /or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developer to develop the said premises.

Bijendra Bhargava

4.2 Free from Encumbrances: The said land premise is free from all encumbrances and the Land Owners has marketable title in respect of the said premises.

ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS

5.1 Authority of Developer: The Developers /Promoters shall have authority to deal with the property in terms the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.

5.2 Legal right of Construction: The Owners hereby grant permission, subject to what has been hereunder provided, exclusive right to the Promoters/Developers to build new building upon the said premises in accordance with the plan to be sanctioned by Rajarhat Bishnupur-II Gram Panchayet in the name of the Owners with or without any amendment and /or modification thereto made or caused to be made by the parties thereto.

5.3 Booking & Agreement for sale: Booking from intending purchaser for Promoter/Developer's allocation will be taken by the Promoters/Developers and the agreement with the intending purchaser will signed in his own name on behalf of the owners as a Registered Power of Attorney Holder.

5.4 Selling Rate: The selling rate of the Developer/Promoter's allocation will be fixed by the Promoter/Developer without any permission or consultation with the Owner. The profit & loss, earned from the project will be entirely received or borne by the Promoter/Developer.

5.5 Legal power of Developer: Promoter/Developer is empowered to collect consideration money from the sale of promoter's allocation from the intending purchaser and issue money receipt in his own name. And more over take advance and full and final consideration from the intending Purchasers for Developer's allocation only.

5.6 Delivery of Possession: That On completion of the proposed multi-storied building when the flats are ready for giving possession the Developer will first put the land lord in its allocation and then the intending purchaser's possession will be delivered provided Developer can enter into agreement for sale with intending purchaser/s. The possession letter will be signed by the Developer /Promoter as the representatives of Bhagat Construction and Power of Attorney holder of the owners. The Deed of Conveyance will be signed by the Developer /Promoter on behalf of and as representative and registered Power of Attorney Holder of the owners and the owners.

5.7 Construction cost: All construction cost will be borne by the Promoter/Developer. No liability on account of construction cost will be changed from Owner's allocation.

5.8 Authority of signature : All applications, plans and other papers and documents that may be required by the Promoters/Developers for the purpose of obtaining necessary sanction from the Rajarhat Bishnupur-II Gram Panchayet shall be prepared and submitted by the Promoters/Developers on behalf of the Owners and the Owners shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the Developers/Promoters. The Developer will hand over a duplicate copy of the sanctioned building plan to the land owner herein.

5.9 Sale proceeds of Developer's allocation: That the Developers shall carry total construction work of the present building at his own costs and will take the sale proceeds of Developer's Allocation exclusively.

ARTICLE - V, CONSIDERATION

6.1 The Promoter has agreed to build the said proposed building at his own cost and expenses and expenses and Owners shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises.

6.2 In consideration of the Owners having agreed to grant exclusive right for developing the said premises as herein provided by the owners as mentioned herein.

6.3 Apart from the aforesaid consideration, which has already been made by the Developer/Promoters to the Owners, the promoter has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this development agreement and such consideration for all practical purpose will be deemed to be apparent consideration which area as follows:-

- (a) Space allocation to the Owners.
- (b) Cost, charge and expenses incurred for construction erection and completion of the said new building at the said Premises.
- (c) Cost, charge and expenses incurred for installation of Engineer if any and also sewerage, drainage and other connection.
- (d) Fees payable to Architect and the Engineers as also fees payable to the Rajarhat Bishnupur-II Gram Panchayet for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (e) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said permission of sanction for sewerage, drainage and water connection.
- (f) Cost of supervision of construction of the Owner's allocation of the said premises.

6.4 The Owners having agreed to grant exclusive right for developing the said premises in term of these presents the Developer has agreed, undertaken to build the said building at his own cost and expenses and the Owners shall not be required to contribute any sum towards construction of the said building and or development of the land. It is hereby made clear that the developer shall after completion of the construction of the said building in all respect deliver the possession of

the Owner's allocation as provided first thereafter the Developer will sell the Developer's allocation but the Developer has right to execute the registered sale agreement of the Developer's allocation to any Purchaser

ARTICLE - VI, PROCEDURE

7.1 The Owners shall grant to the developer Registered Development Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Rajarhat Bishnupur-II Gram Panchayet and other authorities .

ARTICLE - VII, DEALING OF SPACE IN THE BUILDING

8.1 The Developer shall on completion of the new building put the Owners in undisputed possession of the Owner's allocation together with all right of the common facilities and amenities as mentioned earlier.

8.2 The Owners shall be entitled to transfer or otherwise deal with Owner's allocation in the building and the Developer shall not any way interfere or disturb with peaceful possession of the Owner's Allocation.

8.3 The Developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Owners and the Owners shall not in any interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

ARTICLE - VIII, SPACE ALLOCATION

9.1 On completion of the proposed building the Owner agree to sign, execute and register at the cost of the promoter or intending buyer all such agreements, documents, installments and writing as may be necessary and expedient for the purpose of transfer or sale of the Developer's Allocation.

ARTICLE - IX, POWER AND PROCEDURE

10. The Land Owner are executing Registered Development Power of Attorney up to the period of completion of the project in writing in favour of the Developer/Promoter including power of preparing and executing and signing and also presenting for registration of deed of conveyance for Developer's Allocation.

ARTICLE - X, NEW BUILDING

11.1 Construction cost : The Promoter shall at their own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect from time to time.

11.2 Installation of common amenities: The promoter shall install, erect in the building at promoter's own cost expenses electrification, permanent electric connection from the W.B.S.C and until permanent electric connection will be obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein Ownership basis and as mutually agreed upon.

11.3 Fees payable to Architect: All cost, charges and expenses including Architect's fees shall be discharged and paid by the promoter and the Owners shall bear no responsibility in this context.

11.4 Municipal and other Taxes: The Owners shall pay and clear up all the arrears on account of municipal taxes and outgoing of the said premises up to the date of this agreement. It is further agreed by and between the parties that the Owners shall not pay any taxes and municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the promoter from the date of execution of these presents till the date of handing over landlord's allocation.

ARTICLE - XI, COMMON FACILITIES

12.1 The Promoter shall pay and bear all property, taxes and other dues and outgoing in respect of the said premises according to dues as and from the date of execution of this agreement.

12.2 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.

12.3 As and from the date of service of notice of possession, the owners shall also be responsible to pay and bear and shall pay to the Developer the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways and other common facilities and other common facilities whatsoever as may be mutually agreed from time to time.

12.4 The Owner shall not do any act, deed or things whereby the Developer may be prevented from construction and completion of the said building. The time factor will be countable regarding any unforeseen reason beyond the control of the developer.

12.5 The land owners shall not pay the transformer charge to the Developer.

ARTICLE - XII, COMMON RESTRICTION

13.1 The Owner hereby agrees and covenant with the developer not to cause any interference in the construction of the propose building for the benefits of all occupiers of the building which shall include as following:

13.2 **No illegal & immoral act** : 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 hazard to the other occupiers of the building.

13.3 **No demolishing work**: 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.

13.4 **No breach of Laws and byelaws**: Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws byelaws and regulation.

13.5 **Maintain of self unit**: The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

13.6 **Maintain cleanness of building**: 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 - XIII, OWNER'S OBLIGATION

14.1 **No interference**: The Owner hereby and covenant with Developer not to cause any interference or hindrance in the construction of the building at the said premises by the Developer.

14.2 Owner covenant with Developer: The Owner hereby agrees and covenant with Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/ or disposing of any of the Developer's allocated in the building at the said premises.

14.3 Vesting of interest during Construction: The Owners hereby agree and covenants with the Developer not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.

14.4 Owner's Co-operation : The Owners shall permit the Developer and its servants and agent with or without workmen and others at all reasonable times to enter into and upon the Owner's Allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and/ or for the purpose of putting down maintaining, repairing and testing drains, gas and water pipe and electric wire and for any similar purpose.

ARTICLE - XIV, DEVELOPER'S OBLIGATION

15.1 Time period of handing over the Possession: The Developer hereby agree and covenants with the Owners to complete the construction or the building within 36 (thirty six) months from the date of sanction building Plan of the Proposed building. The Owner's Allocation to be delivered within the period of 36 (thirty six) months from the date of sanction building Plan of the proposed building. If developer shall fail to complete the construction within the said period due to any unforeseen reason a further period of 6 (six) months shall be extended.

15.2 In Case of suit regarding title of land : That if any suit may arise in future about the title of land, in that case suit period will be excluded from the stipulated period of handing over the owner's allocation.

15.2 No violation of rules: The Developer hereby agrees and covenants with the Owners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

15.3 Developer covenant with Owners : The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners is prevented from enjoying selling assigning and / or disposing of any Owner's Allocation in the building at the said premises *vice versa*.

15.5 Time schedule: The developer hereby declares that proposed building shall be completed within 36 (thirty six) months from the date of sanction building Plan of the Proposed building.

15.6 Indemnify the owner : It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workman or there victimizing such workmen or any other person whatsoever or causing any harm to the property during the course of construction of multi storied building the Developer shall have all the responsibility and bear all liability and shall keep the land owners and their estate and effect safe and harmless and indemnify all claim, damages, rights and actions in respect of such eventualities.

15.7 Tax of developer's allocation: The owner shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building.

15.8 Compensation : The Developer shall pay Rs.20,000/- per month to the land owners after expiry of fourty two months after sanctioning of the building plan.

ARTICLE - XV, OWNER'S INDEMNITY

16.1 The Owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

ARTICLE - XVI, DEVELOPER'S INDEMNITY

17.1 Against third party claim: The Developer hereby undertakes to keep the Owners indemnified against third party claiming and actions arising out of any sort of act or occupation commission of the Developer in relation to the construction of the said building.

17.2 Against legal proceedings : The Developer hereby undertake to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said premises and \ or for any defect therein.

ARTICLE - XVII, MISCELLANEOUS

18.1 Fixing of Hording & banner: Immediately upon the developer obtaining vacant possessions of the premises for the development shall fix its hoardings and banners and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authority.

18.2 Supplementary deeds and documents: It is understood that from time to time facilitate the construction of the building by the Developer various deeds matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner related to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such legal act, deed, matters and things as and when required.

18.3 Name of the Building: The name of the building shall be given by the Developer in due course.

18.4 Association of building: The Developer and the Owners shall mutually frame scheme for the management and the administration of the said building and/ or common parts thereof after the completion of the said building.

18.5 Amalgamation : If require Developer may amalgamate the said land with adjacent land, in that case Vendors herein shall sign all necessary documents for amalgamation.

ARTICLE - XVIII, FORCE MAJEURE

19.1 The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligation are prevented by the existence of the force majeure and shall be suspended from the obligations during the of the force majeure.

19.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

ARTICLE - XIX, JURISDICTION

20.1 The Court of North 24 Parganas alone shall have the Jurisdiction to entertain and determine all action suits and proceeding arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece or parcel of undivided "Danga" land measuring **27 Decimals more or less** out of total land measuring 27 Decimals more or less comprised in **R.S/L.R Dag No. 526**, and undivided "Danga" land measuring **16.68 Decimals more or less** out of total land measuring 33 Decimals more or less comprised in **R.S/L.R Dag No. 527**, i.e. **total "Danga" Land measuring 43.68 decimals more or less**, L.R Khatian No. 834, 833, 835, 887, 897, 787, 1003, 206, 540, 142, 539, 117, 538, 127, 536, and 993, lying and situate at Mouza-Chato Chandpur, J.L No.43, R.S No. 126, P.S – Rajarhat, under Rajarhat Bishnupur-II Gram Panchayat, Dist – 24 Pargans North. This is butted and bounded by:

ON THE NORTH	: Land of R.S Dag No. 525(P) & 527(P)
ON THE SOUTH	: Land of R.S Dag No. 593, 594 & 595
ON THE EAST	: Panchayet Road
ON THE WEST	: Land of R.S Dag No. 588 & 592

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

As per Development Agreement Developer shall construct multi-storied building on the said land and Owner shall get the consideration in cash as an advance money which is refundable a sum of Rs. 20,00,000/- (Rupees twenty lac) only of which Rs. 10,00,000/- (Rupees ten lacs) only shall be paid at the time execution of this agreement and Rs. 10,00,000/- (Rupees ten lacs) only shall be paid after conversion of land and in kind 40 % of built up area of the total construction of the proposed building in habitable condition. Owners shall refund the aforesaid amount at the time of handing over the owner's allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

Shall mean all the constructed area of the proposed multi storied building (excluding Owner's allocation), including the proportionate share of land, common facilities, common facilities, common parts and common amenities of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the work)

FOUNDATION: R.C.C foundation and framed structure for each.

WALL : 8" / 5" Thick main wall, 5" / 3" thick wall for all floors of the building.

FLOOR : Vitrified tiles finish / Marble

INTERIOR WALLS : walls finished with plaster of paris

DOOR : Main Door shall be wooden and other shall be flash door.

WINDOWS : Aluminum sliding window with clear glass, grill.

KITCHEN : Polish Green counter top and glazed tiles up to 3 ft. height over counter top.

TOILET : Glazed tiles up to lintel level, hot & cold water system.

ELECTRICAL WARING : Concealed wiring with copper wire and switches of reputed company.

WATER SUPPLY : 24 Hours water supply, Sub Marshall Pump. And also install Iron removal plant.

LIFT : Automatic Lift.

GENERATOR : 24 hours Generator Service.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand seals on the day, month and year above written

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of :-

1. Anirjit Naskar.
Vill- Jemelpara.
P.O- Keshinathpur.
PS- Rajarhat.
2. Subhasish Ghosh.
Chatachandpur.
Rajarhat- Bishnupur.
KOL- 700135

Raj Kumar Ghosh.
Sunder Ghosh
Tarun Ghosh
Rudra Kumar.
Ashoke Kumar Ghosh
Raj Kumar Ghosh
Raj Kumar Ghosh
Raj Kumar Ghosh
Raj Kumar Ghosh
Raj Kumar Ghosh

SIGNATURE OF THE OWNERS

BHAGAT CONSTRUCTION

Biswanta Bhagat
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by :
PARAJ BARMAN

Paraj Barman

(Advocate)

39, Chinar park, Rajarhat Road
Kolkata - 700 157.
Enrollment No. WB 1576/2003,
Sealdah Court, Mob - 9831141856

MEMO OF CONSIDERATION

RECEIVED with thanks of and from the within named Developer a sum of Rs.10,00,000/- (Rupees ten lacs) only as a refundable advance money with good health and sound mind and put my signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

<u>Dated</u>	<u>Cheque/cash</u>	<u>Bank</u>	<u>Amount</u>
18/01/2019	000927	ICICI Bank Br. V.I-P	Rs. 2,50,000.00
18/01/2019	000928	"	Rs. 2,50,000.00
18/01/2019	000929	"	Rs. 2,50,000.00
18/01/2019	000930	"	Rs. 2,50,000.00

Total = Rs. 10,00,000.00

(Rupees ten lacs) only

SIGNED SEALED AND DELIVERED

By the Vendor at Kolkata

In the presence of:

1. Pragat Naxos
vill- Jemalpara.
P.O. Kashinethpur.
P.S. Rayerhat.

2. Subhasish Ghosh.

Sunder Ghosh
Tarun Ghosh
Arup Ghosh
Arshoke Kumar Ghosh
Arup Ghosh
Raj Kumar Ghosh
Arup Ghosh
Arup Ghosh

Signature of the Owners

Birendra Bhattacharya