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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

NO. 1299987/2019

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Verified that the Document is entitled to
Registration. The Signature, Date and the
contents of the Document are correct and
the same is the property of the Government.

[Signature]

Assistant Secretary
of Registration, Kolkata

20 AUG 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 20th day of
August Two Thousand and Nineteen (2019).

BETWEEN

38249

01 AUG 2019

DATE.....
SOLD TO..... Sanjoy Ghosh
ADDRESS..... High Court, Calcutta
178/4, East-Simla Road
Kolkata-700 030
RS..... 30/-

CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.V.)
HIGH COURT, KOLKATA-700 001

01 AUG 2019



Identified by me.
Debasish Ganguly
S/o. Late. N.D. Ganguly
C-2/16, Manjulika co-op
Housing Society Ltd. E.K.T,
Kolkata, West Bengal - 700107



Sri Dulal Chandra Saha, (having PAN : ALQP53503B), son of Late Narahari Saha, by faith - Hindu, by nationality - Indian, by occupation-Ex Doctor, resident of Raghunathpur, Jhargram, Post Office & Police Station - Jhargram, Pin : 721 507, District - Jhargram, West Bengal. **Present Address** - 45/8/D Moore Avenue Manick Bandopadhyay Sarani, Post Office & Police Station - Regent Park, Circus Avenue, Kolkata -700 040, West Bengal, hereinafter called and referred to as the "**OWNER**" (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**.

Sri Ashish Ghosh, PAN- ADLPG7944H, son of Late Bhabatosh Ghosh, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Natundihi, Jhargram, Post Office & Police Station - Jhargram, Pin : 721 507, District - Jhargram, West Bengal, hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors or successor-in-office, the partners or their representatives and assigns) of the **SECOND PART**.

AND

WHEREAS the owner/ First Part of this deed is the present owners as well as the occupier is seized and possessed of and have sufficiently entitled to the 'Bastu' land measuring an area 7.40 Decimal i.e. 3223.44 Sq.ft. in L.R. Plot No. 1933, under R.S. khatian No. 1088, corresponding to R.S. Plot No. 141, under L.R. Khatian No. 4573 under Jhargram Municipality in Ward No. 14, Holding ID 12840, Holding No. 780/627/1, Police Station - Jhargram, District - Jhargram. The said land was previously owned by the predecessor of the owners namely Smt. Manju Bisui, wife of Dr. Hiralal Bisui. The said Manju Bisui got the said land by way of purchase from Shyama Mandal & other being Registered Sale Deed No. 1109, A.D.S.R. Jhargram date 10/04/1996 and during her absolute possession she mutated her name in the record of settlement and got new Khatian No. in her name and enjoyed her right, title, interest and possession over the said land measuring 7.40 Decimals.

AND

Whereas Dulal Chandra Saha S/O late Narahari Saha purchased the said land from the aforementioned Smt. Manju Bisui w/o Dr Hiralal Bisui vide a deed of conveyance dated 3/5/2000 being deed no. I-2777 registered before the additional district sub-registrar, Jhargram whereafter during her absolute possession she mutated her name in the record of settlement and got her new Khatian No. in her name and enjoyed her right, title, interest and possession over the said land measuring 7.40 decimals by paying all the taxes /rents before the authority concerned.

AND

WHEREAS having come to know the intention of the Owners, the developer contacted the Owners and requested them to allow and to develop the said landed property by construction therein the proposed building in accordance with the sanction plan to the sanctioned by Jhargram Municipality at his own arrangement, cost and expenses.

AND

WHEREAS on negotiation between the parties, the Owners/ first Part have agreed to allow the developer/ other part to develop the said landed property on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO the following terms and condition.

ARTICLE - I : DEFINITIONS

- 1.1 **OWNER** : Shall mean Dulal Chandre Saha, son of Late Narahari Saha, by faith - Hindu, by nationality - Indian, by occupation - Business, their executors, administrators, legal representatives and assigns.
- 1.2 **DEVELOPER** : Shall mean Sri Ashish Ghosh, son of Late Bhabatosh Ghosh, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at- Natundihi, Jhargram, Post Office & Police Station - Jhargram, District - Jhargram include his heirs, successors, executors, legal representative and assigns.
- 1.3. **LANDED PROPERTY PERMISES** : Shall mean **ALL THAT** piece and parcel of the Bastu land measuring an area 7.40 Decimal i.e. 3223.44 Sq. ft. in L.R. Plot No. 1933, under R.S. Khatian No. 1088, corresponding to R.S. Plot No. 141, under L.R. Khatian No. 4573 under Jhargram Municipality in Ward No. 14, lying situate at Mouza - Jangalkhas, J.L. No. 395 under Jhargram Police Station in the District of Jhargram.

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- 1.4. **PROJECT** : Shall mean the development of land by construction of the proposed multistoried building or upto any story/ stories for selling of the Flat (Unit)/ shop of the building as envisaged hereunder either for commercial or for residential purpose by the developer at his own cost.
- 1.5. **BUILDING** : Shall mean building/s to be constructed on the said landed property as per sanction plan to be sanctioned by the Jhargram Municipality.
- 1.6. **OWNER'S ALLOCATION** : Shall mean and has been mentioned in the **SCHEDULE "B"** hereunder.
- 1.7. **DEVELOPER'S ALLOCATION** : shall mean and has been mentioned in the **SCHEDULE "C"** hereunder.
- 1.8. **COMMON FACILITIES & AMENITIES** : Shall include path and passage within the landed property, stair ways, passage way, pump space, overhead water tank, roof, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provision, maintenance and/or management of the building and land there under or mutually agreed upon by the Owners of units/ floors/flats/ spaces which has been specifically been described in the **SCHEDULE-"D"** hereunder.
- 1.9. **SUPER BUILT UP AREA** : Shall mean unit/ floors/ lift area/ spaces, in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10. **COMMON EXPENSES** : Shall mean and include the purpose of maintaining the said landed property and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligation of the Developer, the Owners and their nominees including the intending the intending Purchaser/s and the common use and enjoyment thereof, which has specifically been mentioned in the **SCHEDULE "E"** hereunder.

- 1.11. **THE ARCHITECT** : Shall mean a company or person who will be appointed/ has been appointed by the Developer and shall design and plan the building on the said landed property and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.12. **BUILDING PLAN** : Shall mean plan to be prepared by the Architect for the construction of the building and to be sanctioned by Jhargram Municipality and/ or any other competent authorities as the case may be.
- 1.13. **TRANSFEROR** : Shall mean the Owner and the Developer who intends to sell the flats and the allotted to them respectively, to the intending buyer/ buyers together with undivided proportionate share of the land and right to use the common space in the proposed multistoried building.
- 1.14. **TRANSFeree** :- Shall mean the person, firm, limited company or an association or persons to whom units/ floors/ flats/ spaces/ car parking spaces in the building has been transferred.
- 1.15. **TRANSFER** :- Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of flats, car parking space in the proposed multistoried building to Purchasers thereof.
- 1.16. **NOTICE** :- Shall mean and include all notices to be served hereunder by either of the parties to the other and shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1.17. **WORDS** :- Imparting singular shall include plural and vice-versa and the words importing masculine and general shall include and similarly words importing neutral general shall include masculine and feminine gender.

ARTICLE- II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

AETICAL – II OWNER'S RIGHT & REPRESENTATION

- 3.1 The Owners hereto absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land which has been specifically described in the **SCHEDULE – A** hereunder together with all right of easements, common facilities and amenities annexed thereto.
- 3.2 save and except the Owners nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of the said landed property.
- 3.3 The said landed property is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever and the owners declares that no notice from the government or any local body or authority including the Jhargram Municipality has been received by or served upon the owners or any person interested in the said property.
- 3.4 The Owners have no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.5 Since execution of this agreement if any litigation/dispute arise regarding any right, title and interest in respect of the said landed property, then the Owners shall be liable for the defending same and it will be the responsibility of the owners to sort out the litigation at their own arrangement and expenses.
- 3.6 The Owners further agree and undertake to indemnify and compensate the builder/ developer/ promoter for any Loss or Liabilities that the builder may incur by reason of any declaration or representation of the Owners being found to be incorrect or invalid or untenable at any time.
- 3.7 The Owners have not sold, entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said landed property prior to this agreement.

- 3.8 The Owners have mutated their names in the records of the Jhargram Municipality and Government records.
- 3.9 The said landed property is not subject to any notice or acquisition or requisition.
- 3.10 The Owners are giving liberty to the Developer to construct/ erect the building upon the said landed property which has been specifically described in **SCHEDULE – A** hereunder together with all right of easements, common facilities and amenities annexed thereto.
- 3.11 The Owners shall/ will vacate and hand over possession of the said landed property to the Developer for construction of the proposed building in accordance with the sanction plans, already sanctioned/ or to be sanctioned by Jhargram Municipality and after the acquiring of order of demolition and sanction plan by the Developers from the authorities and the Owners shall/ will also help and assist the Developer in this regard.
- 3.12 The Developer has liberty to extension of the multistoried building, after getting proper sanction/ permission of the Jhargram Municipality and the competent authority and to erect/ construct the said floors in accordance with the modified sanctioned building plan by concerned authority. In that event the land owners shall cooperate with the developer for the purpose of construction/ development/ erection of the said extension of floors of the multistoried building in all respects. The Owners Shall not claim/ be eligible for any share in the extended floors save and except the allocation specifically mentioned in the **SCHEDULE – B**, hereunder.
- 3.13 There is no bar legal or otherwise for the owners to obtain the certificate under the section 230(A) of the Indian Income Tax, 1961 and other consents and permission that may be required at the cost of the builder/ developer.

ARTICLE – IV : DEVELOPER'S RIGHTS

- 4.1 The Owners hereby grant exclusive right to the Developer to develop the said landed property by way of constructing multistoried building/ s thereon in accordance with the building plan, already sanctioned/ or to be sanctioned by Jhargram municipality with or without any amendment and/ or modification thereto made or caused to be made by the parties thereto.
- 4.2 The Developer shall pay and bear all expenses towards sanction of plan, building material, lawyer, fees and all construction chargers of the new building and to complete it in all respects at its own costs or at the cost of the Intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said landed property.
- 4.3 It is made clear that save and except the share of the Owners in the proposed building as mentioned in **SCHEDULE – B**, hereunder all other units/ floors/ flats/ lift area/ spaces will be the property of the Developer herein and if the Developer so desires, it could be disposed of by himself to the prospective buyers at any consideration or price at the sole discretion of the Developer.
- 4.4 The developer shall have right to publish advertisement or hoarding at any place or the site to draw the attention of the prospective buyers of the units/ floors/ flats/ car parking spaces/ spaces of the proposed building.
- 4.5 The Developer shall have liberty to construct the building upon the said landed property as has been specifically described in **SCHEDULE – A**, hereunder with all rights of easements, Common facilities and amenities annexed thereto.

ARTICLE – V : CONSIDERATION

- 5.1 In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said landed property to the Developer. In lieu of the said landed property, the Developer agrees and/ or undertakes to handover the following accommodations in the proposed multistoried building, will be sanctioned by Jhargram Municipality and or as may be sanctioned by Jhargram Municipality.

- i) Any and all residential flats completed on the First Floor in the proposed multistoried building shall belong to the owner's allocation and shall be delivered to the owner upon completion of the proposed multistoried building.
- ii) One commercial Premises of 150 Sq. ft. covered area consisting one toilet at the Ground floor in the proposed multistoried building to the owner.
- iii) One garage of 100 – 150 Sq. ft. as per drawing in the basement.
Together with undivided impartible proportionate share of the land including all right of easement, facilities and amenities to owner annexed thereto as has been specifically mentioned in **SCHEDULE "B"** hereunder written.

- 5.2 The Developer will be entitled to remaining constructed area of the proposed building and proportionate share of the said landed property, which will be the allocation of the Developer, and which has been specifically mentioned in the **SCHEDULE "C"** hereunder written.

ARTICLE – VI POSSESSION

- 6.1 The Owner shall make over possession of the said landed property on the date of execution of this development agreement. The owners shall give free quiet, peaceful and unencumbered possession of the land to the developer simultaneously.
- 6.2 The Developer after obtaining possession of the said landed property from the Owners shall issue a Certificate indicating therein that it has obtained possession to the said landed property from the Owners in terms of this agreement and for the purpose mentioned herein.
- 6.3 The builder/ developer shall on completion of the new building put the owner undisputed possession of the owner's allocation by giving them 'Possession Certificate' and the owners shall enjoy the same together will all rights in the common portion as absolute owners thereof.

- 6.4 The owners shall have right to transfer or otherwise deal with the owner's allocation in the proposed and new building without any reference to the developer or any person or persons thereof.
- 6.5 The builder/ developer shall be exclusively entitled to the developer's allocation in the new building (multi storied) with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affected their interest without any right, title, claim or interest therein whatsoever of the owners and the owners shall not interfere with or disturb the quiet and peaceful possession of the builder/ developer's allocation.

ARTICLE - VII : PROCEDURE

- 7.1 The Owners shall also grant proper authority to the Developer and/or their nominee or nominees by giving a registered General Power of Attorney as may be required by the Developer for the purpose of selling out the undivided proportionate share of the land to the intending purchasers through Deed of Conveyance/s and Agreement for Sale/s, sing and execute all necessary papers, deeds, documents, plans etc. for the purpose of development of the said landed property and represent the Owners for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owners for the said proposed building.
- 7.2 Apart from the registered General Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said landed property, if necessary.
- 7.3 The Owner shall also retain original title deeds and other documents relating to the title of the said landed property in their custody properly during the period of construction upon the landed property and also till the completion and transfer of the proposed multi storied building. The owners shall also cooperate with the developer in the event of requirement of any original documents relating to the title of the said landed property and shall bound to produce any of original documents relating to the title of the said landed property before any authority concern, if required for development

of the landed property. The owners shall/ will hand over all original title deeds, and other documents relating to the title of the said landed property to the developer or to the association of owners of the proposed multi storied building on completion of transfer of developer's allocation and the owner's allocation.

- 7.4 The owners shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the allocated portion of the Developer in favor of the intending Purchaser/ Nominee to be selected by the Developer, if required, at the cost of the developer.

ARTICLE – VIII : DEALINGS OF SPACES IN THE BUILDING

- 8.1 The Developer shall on completion of the building/s handover the Owner's allocation to the Owners in the proposed new building as per paragraph No. 5.1 of this Agreement and thereafter the developer shall transfer the developer's allocation to the purchaser/s.
- 8.2 The Owners will be entitled to transfer or otherwise deal with its allocated flat and allocated space in the building and the Owners shall have no right, title interest and/or authority to deal with any other portion of the proposed building.
- 8.3 Save and except the allocation of the Owners mentioned in the **SCHEDULE "B"** the total constructed area, will be the exclusive **DEVELOPER'S ALLOCATION** with the exclusive right to dispose off the same in any manner whatsoever.
- 8.4 The Developer, being the party of the Other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/ floors/ flats/ car parking space/ spaces together with proportionate share of land excluding the allocations provided for the Owners under Owner's allocation, as mentioned herein before, of the said proposed building/s on the said landed property with any prospective buyer/s at any time after execution of this Agreement at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as

aforesaid, including earnest by the Developer and the Owners herein will have no right and share and will not be entitled to any portion thereof.

- 8.5 The Developer shall be entitled to enter into agreement for sale or transfer in respect of Developer's allocation on the basis of the registered Power of Attorney on behalf of the Owners. However, that such dealing shall not in any manner fastens or creates any financial and legal liability upon the Owners. Till handing over possession of the Owners allocation mentioned in **SCHEDULE "B"** hereunder, the Developer would not be entitled to handover possession of his allocation and/or execute and register the Deed of Conveyance to the intending Purchaser and/or nominee selected by himself.
- 8.6 The costs of Agreement for Sale, Deed of Conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers Thereof.

ARTICLE - IX : BUILDINGS

- 9.1 The Developer shall at its own costs construct erect and complete the building at the said landed property in accordance with the sanction plans with such materials and with such specification as are mentioned in the **SCHEDULE "F"** hereunder written and as may be recommended by the Architect from time to time.
- 9.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are in no way inferior to the standard as mentioned in the Municipal Building Laws.
- 9.3 The Developer shall install and erect in the said building at the Developer's own costs standard new pump set, overhead reservoir, electric wiring fittings, lift and other facilities as are required to be provided in a building having self contained units/floors/flats/car parking space/ spaces/ lift area and constructed for sale of units/floor/ flats/ car parking space/ lift area/ spaces herein on Owner ship basis.

- 9.4 The Developer shall apply for and obtain quotas, entitlement and other allocations for cement, all types of steels, bricks, other building materials and accessories allocation to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage, sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.
- 9.5 The Developer shall at his own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed building with various units/ floors/ flats/ spaces/ car parking spaces therein in accordance with the sanctioned building/s plans.
- 9.6 All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility in this context to the Architect.

ARTICLE - X : COMMON FACILITIES

- 10.1 The Developer shall pay and bear all property taxes and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of execution of the Development Agreement subject to handing over peaceful has possession of the landed property to the Developer.
- 10.2 As soon as the building is completed, the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners allocation in the building. Then after 30 (thirty) days from the date of service of such notices and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public out goings and impositions whatsoever hereinafter for the sake of brevity referred to as "the said rates" payable in respect of the Owners' allocations, the said rates to be applied pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.

- 10.3 The Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.
- 10.4 Both the Developer and Owners herein shall enjoy their respective allocation/portions in the said building forever with absolute right of alienation, transfer, gift etc. and such rights of the parties of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE – XI : COMMON RESTRICTION

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the follows:-

- 11.1 Neither party shall use or permit to the use of the perspective 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.
- 11.2 Neither party shall demolish or permit demolition of any wall or other structural in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless:-
- a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
 - b) The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.

- 11.4 Both parties shall abide by all law, bye-laws, rules and regulations 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, bye laws, rules and regulations.
- 11.5 The respective allottees 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 condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or then and/or the occupiers of the building indemnified from against the consequence of any breach.
- 11.6 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any reach.
- 11.7 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the free movement of users in the corridors and other places of common use in the building.
- 11.8 Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to the throw or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 11.9 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting, and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE – XII : OWNER'S OBLIGATIONS

- 12.1 The Owner doth hereby agree and covenants with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said landed property by the Developer. If any unreasonable interference or hindrance is causing hindrance or impediment to such construction the Owners will be liable for damages.
- 12.2 The Owner do hereby covenant with the Developer not to do any acts, deeds or things whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s at the said landed property in favor of the intending buyers of units/ floors/ flats/ spaces in the said building/s, so far the Developer fulfill its obligation and covenant contained herein.
- 12.3 The Owner doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said landed property or any portion thereof from the date of execution of this Agreement.
- 12.4 The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of residential flats/ accommodations of the said building. It is recorded herein that the completion period of the proposed building/s by the developer shall be only 36 (thirty six) months from the date of sanction of the proposed multi-storied building plan by Jhargram Municipality and grace period shall be for 06 (six) months. In case the construction of the building is not completed within this period of 36 months due to force majeure or any other unforeseen reasons which is beyond the control of the builder, the time for completion of the construction of the building shall be extended by mutual discussion of the Owners and the Builder/ Developer or suitable workout measures or decisions to be adopted by mutual decision of both the parties.
- 12.5 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said landed property/ lands or any portion thereof henceforth for all times to come after execution of this Agreement.

- 12.6 The Owner hereto without being influenced or provoked by anybody to hereby categorically states that as the Developer starts the construction of the said proposed building exclusively at his own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owner hereto, the Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in trams of the General Power of Attorney although otherwise mentioned thereof and the Developer shall be at liberty to receive any amount from any Purchaser/ purchasers in their own names and to appropriate the said sale proceeds of the units/ floors/ flats/ spaces of the said building/s at his sole discretion without having any attachment and/or share thereon of the Owners hereto.
- 12.7 The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said landed property, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation is sorted out.

ARTICLE – XIII : DEVELOPER'S OBLIGATION

- 13.1 The Developer hereby agree and covenants with the Owners not to do any act deed or things whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building/s at the said landed property.
- 13.2 The Developer hereby agrees covenants with the Owners not to violate or contravenes any of the provision of rules applicable to the construction of the said building.
- 13.3 The Developer hereby agree and covenants with the Owners not to part with possession of the Owner's Allocation or any portion thereof to any third party as agree upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the building to be Constructed upon the said landed property.

- 13.4 The Developer shall not assign the agreement to any other third party without the consent of the Owners.
- 13.5 The Developer shall obtain Completion Certificate from Jhargram Municipality if applicable within 3 (three) months from the date of handing over possession of the Owner's allocation to the Owners.
- 13.6 The Developer at its own cost and expenses shall construct the proposed multistoried building on the said landed property mentioned in **SCHEDULE-"A"**, after demolishing the existing building.
- 13.7 The Developer hereby agree and consents with the Owners that repair or other rectification work shall be entertained for 6 (six) months after serving notice to the Owners regarding completion/ readiness of their allocation. The labour aspect of the job shall be the responsibility of the Developer. Material damage and/or malfunctions, if any shall have to be provided by the Owners or shall be charged as extra by the Developer.

ARTICLE – XIV : OWNER'S INDEMNITY

- 14.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owners. The Owners hereby undertake to keep the Developer indemnified against all claims action, suit, cost and proceeding, if any, arise in this property due to the defects in the title of the Owners, in respect of the said landed property.

ARTICLE – XV : DEVELOPER'S INDEMNITY

- 15.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s.
- 15.2 The Developer hereby undertakes to keep the Owner indemnified against all actions, , suit, cost and proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said landed property and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE – XVI : MISCELLANEOUS

- 16.1 The Owners and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Association between the Owner and the Developer.
- 16.2 After taking possession of the said landed property and obtaining sanction plan, the Developer shall be entitled to start construction of the said building at the said landed property in accordance with the sanctioned building plan.
- 16.3 The Owners shall not be liable for any Income Tax, Wealth Tax or other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions suits proceedings cost charges and expenses in respect thereof.
- 16.4 As and from the date of completion of the building the Developer and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their perspective spaces.
- 16.5 The proposed building to be constructed by the Developer shall be made in accordance with the specification more fully and particularly mentioned and described in the **SCHEDULE "F"**, hereunder written.

ARTICLE – XVII : JOINT RESPONSIBILITY

- 17.1 The Owner shall execute and register a General Power of Attorney in favor of the Developer for doing act, deeds and things to be mentioned therein including selling out the Developer's allocation and execution and registration of the Deed of Conveyance and building as per sanction plan.
- 17.2 The Owners and Developer or their nominees shall from an association for maintenance and management of the proposed building.

ARTICLE – XVIII : FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**".

- 18.1 "**Force Majeure**" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbance and/or any other act or commission beyond the control of the parties hereto.

ARTICLE – XIX : JURISDICTION

- 19 The Courts (Civil & Criminal) and other Forums of Kolkata shall have the jurisdiction to entertain and determine all actions, suits, and proceedings arising out of these present between the parties hereto.

ARTICLE – XX : GENERAL CONDITION

- 20.1 All appendices mentioned in this agreement are integral part of this agreement.
- 20.2 All the amendments and or addition to this agreement are valid only if made in writing and signed by both the parties.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said landed property)

ALL THATE piece and parcel of the Bastu land measuring an area 7.40 Decimal i.e. 3223.44 Sq. ft. in R.S. Plot No. 1933, under R.S. Khatian No. 4573 corresponding to L.R. Plot No. 1935, under L.R. Khatian No. 4573 within the ambit of Jhargram Municipality in Ward No. 14 lying situate at Mouza – Jangalkhas , J.L. No. 395 under Jhargram Police Station, Pin : 721 507 in the District of Jhargram (formerly Paschim Medinipur) together with all right of easements, common facilities and amenities annexed thereto.

The scheduled land is butted and bounded by –

- | | | |
|---------------------|---|----------------------------|
| ON THE NORTH | : | By State Bank Pich Road; |
| ON THE SOUTH | : | By 12 Feet Common Passage; |
| ON THE EAST | : | By Santosh Roy Chowdhury; |
| ON THE WEST | : | By Jhargram Main Road. |

A sketch map encloses herewith which shows the exact location of the schedule property and it will be the part of this agreement.

THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation)

On completion of the proposed building/s in the said landed property, in all respect by the Developer at its own cost and expenses, in lieu of the land of the said landed property, the Developer shall allocate and handover the following accommodation to the Owners in the Proposed multistoried building will be sanctioned by Jhargram Municipality.

- i) Any and all residential flats completed on the First Floor in the proposed multistoried building shall belong to the owner's allocation and shall be delivered to the owner upon completion of the proposed multistoried building.
- ii) One commercial Premises of **150 Sq. ft.** covered area consisting 01 (One) Toilet at the Ground floor in the proposed Multistoried building to the owner.
- iii) One garage of **100 – 150 Sq. ft.** as per drawing in the basement.

THE SCHEDULE "C" ABOVE REFERRED TO

(Developer's Allocation)

Save and except Owners Allocations, the Developer is entitled to get the remaining constructed area of the proposed building together with all easements rights, facilities and amenities annexed to the proposed building along with undivided sanctioned by the Jhargram Municipality.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Facilities and amenities)

- 1. Entrance and exits to the said landed property and the proposed building/s.
- 2. Boundary walls and main gate of the said landed property and proposed building/s.
- 3. Roof Top of the proposed building/s and parapet walls in roof.

4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and/ or exclusively for its use).
5. Space underneath the stairs of the ground floor where Meyers, pumps & motors will be installed and electrical wiring and other fittings,
6. (excluding only those as are to be installed within the exclusive area of any flat and/ or exclusively for its use).
7. Staircase and staircase landing, lobbies on all the floors, entrance lobby, etc.
8. Water supply system, water pump & motor together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipment's, installations, fittings, fixtures and space in or about the said Landed property and the said Building as are necessary for passage and user of the flat/ units in common by the Co- Owners.
10. Land underneath of the proposed building.
11. Septic Tank, path and passage.

THE SCHEDULE "E" ABOVE REFERRED TO

(Common expenses)

On completion of the building, the Owners, the Developer and their nominees including the intending Purchasers shall regularly pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personal, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities applicable to the Co- Owner in common;
- d) Municipal Tax, water tax and other levies in respect of the said Landed property and the proposed Building save those separately assessed on the Purchasers;

- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common.

**THE SCHEDULE "F" ABOVE REFERRED TO
WORK SCHEDULE/SPECIFICATION**

Sl. No.	Particulars		Specification
1	Main Structure	Foundation & Structure	RCC Framed Structure
		Walls	Brick/ Masonry as per design of Architect Outer Wall – 10" Inner Wall – 5"
2	Living Room/ Dining Room/ Bedrooms/Balcony	Flooring	Rectified Ceramic tiles mat finished 16"X16" of Reputed Standard Make
		Wall/Ceiling Finish	Putty over plaster and cement primer over it.
3	Kitchen	Flooring	Rectified Ceramic tiles mat finished 16"X16" of Reputed Standard Make
		Wall/Ceiling Finish	Putty over plaster and cement primer over it.
		Counter	Green marble
		Dado	Ceramic Tiles up to 2 ft 6 inch height above Counter top of Reputed Standard make
		Water Supply	Provision of Cold water lines
4	Toilets	Flooring	Rectified Ceramic tiles mat finished 16"X16" of Reputed Standard Make

		Wall/Ceiling Finish	Putty over plaster and cement primer over it. Ceramic Tiles on wall up to 6 ft height
		Sanitary ware	OT Pan White- 1No. PVC Cistern White- 1No. O/H shower with arm- 1No.
		Water Supply	Provision of cold water line connected to geyser point in one toilet only
		Attach Toiler	EWC White 1 pc PVC Cistern White- 1 No PVC door – 1no.
5	Pipelines	Water Supply	PVC pipes of ISI mark
		Rain water/ Soil Pipe	PVC pipes of ISI mark
6	Doors	Door Frame	Hard wood/ pressed steel
		Door Shutter	Flush door of ISI make
		Lock/Hardware	Main door 1 no handle from inside 1 no handle and 1 no L drop from outside Other rooms 1 no handle from inside 1 no hatch bolt from out side 1 no handle from outside of standard reputed make
		Paint	Synthetic Enamel Paint
7	Windows		Aluminum sliding window (2 track 3 track) with 3 MM glass.
8	Electrical	Bed Rooms	2 light point, 1 fan point, 1 no. 5A switch socket
		Living / Dining Room	2 light point, 1 fan point, 2 Nos 5A switch socket, 1 calling bell point
		Kitchen	1 light point, 1 no Exhaust fan point, 1 no. 5A switch socket, 1 no 5/15 A switch socket
		Toilet	1 no. light point, 1 no. exhaust fan point, 1 no. 15A socket for geyser in one toilet only.

		Wiring	Concealed ISI marked standard copper wiring in PVC conduit pipe
		Electric Meter	Individual electricity meter borne by the purchaser for each apartment and common area as per rules
		Electrical Distribution	Main switches / MCBs/ DBs of reputed make
		Switches/sockets	Piano switches of reputed make
9	Water Source/Supply		Deep tube well with submersible water pump and overhead tank
10	Stair Case	Floor	Kodappa Stones
		Wall/ Ceiling Finish	Distemper or snowcem
		Railing	MS Railing Synthetic enamel painted
11	Car Parking Area	Flooring	Cement punning over plaster
		Wall Finish	Distemper or snowcem
12	Drive way	Flooring	Cement punning over plaster
13	Terrace	Water proofing	As per norms & Design of Architect
14	External wall finish		Snowcem over plaster
15	Additional work		Any other extra work will be done at extra cost subject to Architects prior approval.

Be it mention here in that the photographs and impression of fingers of the Owners and the Developer are taken on the last page of this presents, duly certified by the Owners and the Developer.

IN WITNESSES WHEREOF, we the executants have hereto signed this Development agreement after admitting the contents of this presents in our free will and consent without any influence and or coercion in presence of witnesses on the day, month, year above written at Jhargram.

Signature of the Witnesses:

1. This deed has been completed in 26 pages and there are two witnesses, signed in this presents

2. Rga Banarachi Saha
S/o O. C. Saha
GS/8/0, Moore Avenue
KOL - 40

Dulal Chandra Saha

(Signature of the Owner)

2. Rajesh Kumar Ghosh
Ht - Vihar Bamda
PO - Jhargram
Dist - Jhargram - 721507

Ashish Ghosh

(Signature of the Developer)

by me as per
Drafted & prepared in my office:
declaration by the parties.

K. C. Karmoker
(Karali Charan Karmoker)
Advocate,
High Court, Calcutta,
Enrollment No. W B/8671/83.

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-006055854-1

GRN Date: 19/08/2019 13:40:00

BRN: 15591509

Payment Mode Online Payment

Bank: United Bank

BRN Date: 19/08/2019 13:38:36

DEPOSITOR'S DETAILS

Name: ASHISH GHOSH

Contact No.:

E-mail:

Address:

Applicant Name: Mr DULAL CHANDRA SAHA

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement
Payment No 6

Id No.: 19010001299987/6/2019

[Query No./Query Year]

Mobile No.: +91 7501295245

NATUNDIHI JHARGRAM PASCHIM MIDNAPORE 721507

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	19010001299987/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	9870
2	19010001299987/6/2019	Property Registration- Registration Fee	0030-03-104-001-16	101

In Words: Rupees Ten Thousand Seventy One only

Total

10071

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2019, Page from 244041 to 244081
being No 190105067 for the year 2019.



Digitally signed by DEBASIS PATRA
Date: 2019.08.23 11:53:48 +05:30
Reason: Digital Signing of Deed.

(Debasis Patra) 23/08/2019 11:53:32
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)