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Notarized for - document is admitted to registration for signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document.

Registrar U-7 (2)
District Sub-Registrar-I
North 24 Parganas, Barasat

12 JUL 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 12 day of July Two Thousand Twenty Four (2024) of the Christian Era

BETWEEN

1. **SMT SUKLA RAHA (PAN-AUZPR4855K)**, Daughter of Subodh Chandra Basu, Wife of Late Tapan Kumar Raha, Occupation- Housewife, 2. **SRI SOUGANDHA RAHA (PAN-AUZPR4853R)**, Son of Late Tapan Kumar Raha, By Occupation- Businessman both are residing at- 34/1, Jhilpar Road 2, New Barrackpore, Kolkata- 700131, by faith- Hindu, by Nationality- Indian, hereinafter referred to as the **OWNERS** (WHICH term or expression shall unless excluded by or repugnant to the context deemed to mean and include his/her/their heirs executors, administrators, legal representatives and/or assigns) of the **FIRST PART**

AND

NEW S.P. CONSTRUCTION (PAN- AATFN1907G), a partnership firm, having its office at AC, 1st Floor, Shefali Apartment, 9 & 12, Main Road West, P.O. & P.S. New Barrackpore, District North 24-Parganas, Kolkata-700131, Represented by its Partners **(1) SRI SUJOY KUMAR POI (PAN - AFWPP5997C)**, Son of Late Manoranjan Poi, by Faith- Hindu, by Occupation- Business, **(2) SRI SUBHRAJIT POI (PAN- BILPP4074K)**, Son of Sri Sujoy Kumar Poi, by occupation-Business, both are residing at 9, Main Road West, P.O. & P.S. New BarrackPore, District North 24-Parganas, Kolkata-700131 hereinafter referred to as the **CONFIRMING PARTIES/DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS Tapan Kumar Raha, Son of Late Santosh kumar Raha and Malaya Raha, got a land measuring about 2 Cottah 8 Chattack more or less from her mother Malaya Raha by Virtue of Gift Deed Via Deed No- I- 4410 of 1987 from Sub Registry Office of Barrackpore. Tapan Kumar Raha 's mother out of love and affection gifted a land measuring about 2 Kattah 8 Chattack more or less lying and situated on Mouza- Masunda, JL No- 34, Re.S. No- 96, Part of CS & RS Dag No- 337, LR Dag No- 2417, LR Khatian No- 2010 Police Station- New Barrackpur, Under New Barrackpore Municipality, Ward No-5, Holding No-34/1, Kolkata- 700131, District -North 24 Parganas.

THAT The said land is recorded in BI & LRO as 6 Satak more or less under khatian Number 3375 (old). Though physically the area of land is 3 kattah 01 Chattack 02 Sq.ft. under Mouza- Masunda, JL No- 34, Re.Sa. No- 96, Part of CS & RS Dag No- 337, LR Dag No- 2417, LR Khatian No- 2010 Police Station- New Barrackpore, Under New Barrackpore Municipality, Ward No-5, Holding No-34/1, Kolkata- 700131, District North 24 Parganas by make pucca residential building thereon and paying all taxes to the authority concern and have / had every right title and interest over the said land and the land is free from all encumbrances.

WHEREAS Tapan Kumar Raha died intested on 28/06/2021 living behind him the following persons as his sole legal heirs and executors 1) Smt. Sukla Raha (Wife) and 2) Sri. Sougandha Raha (Son)

WHEREAS the present owners muted their name in New Barrackpore Municipality and herein they are the absolute owners of the land measuring about 3 kattah, 01 Chattack 02 Sq.ft. Mouza- Masunda, JL No- 34, Re.Sa. No- 96, Part of CS & RS Dag No- 337, LR Dag No- 2417, LR Khatian No- 2010 Police Station- New Barrackpore , Under New Barrackpore Municipality, Ward No-5, Holding No-34/1, Jhilpar Road, Kolkata- 700131, District -North 24 Parganas.

AND WHEREAS the present Land Owners/First Party herein having the desire to develop their said land by constructing a multi-storied building thereon, but having no experience in carrying out construction work as well as the financial capacity to do so, has approached the Developer herein to develop their said land by constructing a proposed multi-storied building thereon at the cost and expense of the Developers and after holding prolonged discussions bilaterally and having executed a Memorandum of Understanding dated with the Developers, has agreed to execute a registered Power of Attorney in favour of **NEW S.P. CONSTRUCTION**, represented by its Partners, **SRI. SUJOY KUMAR POI** and **SRI. SUBHRAJIT POI** i.e. the Developer herein and to enter into a Development Agreement with the said Developers under the terms and conditions contained herein after.

AND WHEREAS the present land owner/ first party/ executant herein expressed his desire to develop the said land and building by constructing a multi-storied building thereupon but due to lack of financial capacity as well as no experience in construction work, they approached the developer to develop the said land and building by constructing a proposed multi storied building thereupon at the cost and expenses of the Developers and after long bi-lateral talks between them the land owner for the purpose of such construction are agreed to execute a registered one development agreement and power of attorney in favour of **NEW S.P. CONSTRUCTION** and its Partners and its Development company and after mutual discussion of the parties are agreed to develop the said premises and to that effect this memorandum of understanding with the terms and conditions stipulated herein.

NOW THIS AGREEMENT WITNESSETH as follows:-

ARTICLE-DEFINITION

1.1 ARCHITECT shall mean any person or firm appointed or nominated by the Developer as Architect for supervision of construction of the said proposed multi- storied building thereon.

1.2 ADVOCATE shall mean the Advocate engaged by the Developer.

1.3 BUILDING shall mean the proposed multi-storied (G+3) building with R.C.C. foundation with super structure, R.C. columns, beams and slabs, outside walls of 8" (except Balcony, Kitchen and Toilet) all, inside partition wall 5" to be constructed on the premises of the land Owners in accordance with drawings, plans and specifications approved and duly signed by the said Owners and got sanctioned by the New Barrackpur Municipality and constructed in conformity with the details of construction/specifications mentioned in the Fourth Schedule herein under.

1.4 BUILDING PLAN shall mean drawings, plans and specifications for construction of the said proposed multi-storied (G+3) building to be sanctioned by the competent authority and shall include any renewal or amendments hereto and/or modifications thereon made or caused to be made by the Developers after due approval and signatures of the land Owner or any other Government authority at the cost of the Developers.

1.5 LAND OWNERS shall mean and include **1. SMT SUKLA RAHA (PAN-AUZPR4855K)**, **2. SRI SOUGANDHA RAHA (PAN-AUZPR4853R)**

1.6 DEVELOPERS shall mean and include **NEW S.P. CONSTRUCTION (PAN-AATFN1967G)**, a partnership firm, having its office at AC, 1st Floor, Shefali Apartment, 9 & 12, Main Road West, P.O. & P.S. New Barrackpore, District North 24-Parganas, Kolkata-700131, Represented by its Partners **(1) SRI SUJOY KUMAR POI (PAN - AFWPP5997C)**, Son of Late Manoranjan Poi ,by Faith- Hindu, by Occupation-Business, **(2) SRI SUBHRAJIT POI (PAN- BILPP4074K)**, Son of Sri Sujoy Kumar Poi, by occupation-Business, both are residing at 9, Main Road West, P.O. & P.S. New BarrackPore, District North 24-Parganas, Kolkata-700131 for the time being and his/her/their representative heirs, executors, administrators and successors.

1.7 PREMISES shall mean and include ALL THAT piece and parcel of land physically measuring an area about 3 Kattah, 01 Chaltack 02 Sq.ft. Mouza- Masunda, JL No- 34, Re.Sa. No- 96, Part of RS Dag No- 337, LR Dag No- 2417, LR Khatian No- 2010 Police Station- New Barrackpore , Under New Barrackpore Municipality, Ward No-5, Holding No-34/1, Jhilpar Road Kolkata- 700131, District -North 24 Parganas , which is more fully described in the First Schedule under written.

1.7 COVERED AREA shall mean the covered area of the every unit/ flat together with the thickness of the external and internal wall along with proportionate of staircase and include the space within the building available for independent use and occupation

including the space demarcated for common facilities and service according to the building plan sanctioned by the New Barrackpore Municipality

1.9 COMMON FACILITIES shall mean and include corridors, stairways, roof and other spaces and facilities whatsoever *required for establishment, enjoyment, maintenance and management of the building as shall be determined by its flat owners.*

1.10 NAME OF BUILDING shall be 'TAPAN APARTMENT'

1.11 LAND OWNERS ALLOCATION shall mean and include the allocated portion in the proposed newly constructed multi-storied (G+3 Storied) building of the Owners, 1. **SMT SUKLA RAHA(PAN-AUZPR4855K)**, 2.**SRI SOUGANDHA RAHA (PAN-AUZPR4853R)**, which is more fully and particularly described in the Second Schedule herein under and which is as follows :-

- I. One Self Contained habitable flat measuring about 750 Sq. Ft. more or less covered area along with proportionate of stair, lift & lobby area on the First Floor North-South – East Side of the proposed multi-storied building.
- II. One Self Contained habitable flat measuring about 550 Sq. Ft. more or less covered area along with proportionate of stair, lift & lobby area on the First Floor North-South – West Side of the proposed multi-storied building.
- III. One Shop measuring about 100 Sq. Ft. more or less covered area along with proportionate stair, lift & lobby area on the Ground Floor East Side of the proposed multi-storied building.
- IV. One Self Contained habitable flat measuring about 600 Sq. Ft. more or less covered area along with proportionate of stair, lift & lobby area on the Ground Floor South – West Side of the proposed multi-storied building.

1.12 DEVELOPER'S ALLOCATION shall mean and include the remaining portion (save and except the Owner's Allocation) in the proposed newly constructed multi-storied (G+3 storied) building together with undivided proportionate share of land comprised in the premises after providing for the Owner's Allocation as aforementioned and as has been more fully and particularly described in the Schedule-III herein under written.

ARTICLE-II PLAN

2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of these presents. The plan of the multistoried building should be prepared within 6(Six) months from the date of execution of these presents.

2.2. Immediately after execution of this agreement, the Developers in consultation with a qualified architect shall prepare a plan for construction of the building and submit the same before the competent authority, and for the purpose of submitting the said plan, the Owner shall extend all cooperation in the said regard. The Owners shall also execute a Registered Developer's Power of Attorney in favour of the Developers in terms of this agreement and the Developers has represented to the Owner and the Owner have understood that such dealing shall not in any manner bind or create any financial liability upon the Owner.

2.3 The Developers shall bear and pay all charges for sanction of the building plan as may be required by the competent authority.

2.4 All applications and other necessary papers and documents, drawings, plans and specifications in connection with construction of the proposed building shall be signed by the Owner and submitted by the Developers who shall pay and bear all fees, charges and expenses as may be required to be paid or deposited.

2.5 All applications and other necessary papers and documents shall be submitted before any other authority for permission in respect of the proposed multistoried building if necessary by the Developers and the Owners herein shall have no liability thereof under any circumstance.

ARTICLE-III DEVELOPER'S/PROMOTER'S RIGHTS

3.1 The Developers/Promoters shall have the authority to deal with the Developers allocated portion only in the proposed building in terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or take any advance in connection therewith subject to observance of all terms and conditions contained herein.

3.2 The land owners hereby grant, subject to what has been hereinafter provided exclusive right to the Promoters/Developers, to build the proposed new building upon the premises of the land owner in accordance with the plan sanctioned by the New Barrackpore Municipality in the name of the land owner with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

3.3 The Developers shall bear and pay all charges for sanction of the building plan of the proposed multi-storied building as may be required by the competent authority.

3.4 All applications and other necessary papers and documents as also drawings, plans and specifications in connection with the proposed multi-storied building shall be signed by the Owners and submitted by the Developers to the competent authorities who shall pay and bear all fees, charges and expenses that may be required to be paid or deposited and the Owners shall also obtain permission for development / permission of sale from the competent authority.

3.5 That the Developers/Promoters shall carry out demolition and construction work at its own cost in a skillful manner and shall remain fully liable for all acts whatsoever done in connection therewith. Old building materials shall be the property of the Developers/Promoters who shall dispose of all such material after demolition of the building / presently existing structure standing over the land mentioned in the Schedule-I herein below at its own risk and cost of the Developers and the proceeds of sale of the said material remaining after demolition shall be of the Developers.

3.6 The Owners shall be handed over their respective allocation on completion of the proposed multi-storied building by the Developers when flats are ready for handing over possession. Possession shall be signed and issued by the Developers as the representative and holder of Power of Attorney from the Owners. Deeds of conveyance will be signed by the Developers on behalf of the Owner as their representative and constituted Attorney and the Owners will also sign on deeds of conveyance as Vendor wherever needed.

3.7 The Owners shall be entitled to transfer or otherwise deal with their allocation in the building and the Developers shall not interfere with the same by any means or disturb the quiet and peaceful possession of the Owner's allocation.

3.8 The Developers shall be exclusively entitled to its allocation in the building with the right to transfer the same subject to the provisions herein contained and the Owners shall not interfere with the same by any means or disturb the quiet and peaceful possession of the Developer's allocation.

3.9 That booking from the intending purchasers of the Developer's allocation will be accepted by the Developers and the Developers shall sign agreements with the intending purchasers on behalf of the Owner by keeping them as Confirming Parties wheresoever deemed necessary.

3.10 That the selling rate of the Developer's allocated portion shall be fixed by the Developers without obtaining any permission from or any consultation with the Owners. The profit and loss earned from the project shall be received and borne solely by the Developers and no amount shall be adjusted from or added to the Owner's allocation on account of any loss or vice versa on account of profit from the Developer's allocation.

3.11 The Developers is empowered to collect consideration money from sale of the Developer's allocation from intending purchasers and issue money receipt in its own name as also to take advance of consideration money from intending purchasers in respect of the Developer's allocation only.

3.12 All costs of construction shall be borne by the Developers and no liability arising on account of costs of construction shall be charged from the Owner's allocation under any circumstance.

ARTICLE-IV CONSIDERATION

4.1 The Developers has agreed to build the said proposed building at its own cost and expenses and the Owners shall not be required to contribute any sum of money towards construction cost of the said building or otherwise.

4.2 In consideration of the Owners having agreed to grant exclusive right to the Developers for the development of the said premises, the Developers has agreed to develop the same in addition to the Owner's allocation as mentioned herein above.

4.3 Apart from the afore stated consideration which has already been given by the Developers to the Owners as indicated in Clause 1.11 of the Articles mentioned herein above, the Developers has agreed to bear all expenses as consideration for development of the said premises and such consideration shall be deemed to be as follows:

- a) Allocation of Space for the Owners.
- b) Costs, expenses and charges for preparation of plan/map for obtaining sanction of the New Barrackpore Municipality.
- c) Costs, expenses and charges for construction, erection and completion of the newly proposed multistoried building in the said premises.

- d) Costs, expenses and charges for engaging an Engineer, if any, as also for making sewers, drains, water and other connections.
- e) Fees payable to the Architect and the Engineer as also to the New Barrackpore Municipality for obtaining necessary permission and/or for sanction of sewers, drains, water and other connections.
- f) Legal expenses for this agreement as also all other expenses and charges for development of the premises.
- g) Cost of supervision for construction of the Owner's allocated portions in the said premises.
- h) The Owners shall not bear any expenses of this project under any circumstance of whatsoever nature.

ARTICLE-V POWER & PROCEDURE

5.1 The owner shall execute and register a Developer's Power of Attorney and or give necessary authority in writing in favour of the Developers including power of preparing, executing and signing as also presenting for registration Deeds of Conveyance for Developer's allocation only.

ARTICLE - VI TIME

6.1 That the Developers shall be bound to submit the building plan in respect the aforesaid land with a view to make a multistoried building thereon within 6(six) months of Development Agreement and the Developers shall bound to complete the owners' allocation within 30(Thirty) months from the date of obtaining sanctioned building plan. If the Developer fails to complete the construction within the stipulated period as stated above, the said stipulated period may be extended for a further period of 6(six) months at the option of the land owners and if even after such extension of time, the Developer fails to complete the construction of the proposed building, then the land owners shall be at liberty to unilaterally cancel this Development agreement.

ARTICLE - VII NEW BUILDING

7.1 The Developers shall at its own cost construct and complete the new(G+ 3 storied)building in the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architect and approved by the Developers and

the Owner from time to time. The Developers shall obtain building completion certificate from the local Municipality within 6(six) months from the date of completion in entirety of the building.

7.2 The Developers shall install in the building at its own cost and expense, pump, over head reservoir, electricity lines and permanent electric connection from the W.B.S.E.D.C.L. All deposits made in connection therewith before the concerned authorities shall be made by the Developers solely and the Owners herein shall have no liability thereof. Until a permanent electricity connection is obtained, a temporary electricity connection shall be provided. However, proportionate costs of bringing in electricity transformer and electricity meters shall have to be borne by each of the individual flat/garage/unit owners including the Owners in respect of the flats/garage within their allocation.

7.3 All costs, charges and expenses including Architect's fees shall be paid by the Developers and the Owners shall have no responsibility in this regard.

7.4 The Owners shall pay and clear up all arrears of taxes and outgoings due to New Barrackpore Municipal taxes in respect of the said premises up to the date prior to the date of execution of this agreement. It is further agreed by and between the parties that the Owners shall not pay any municipal taxes and other taxes in respect of the said premises from the date of execution of these presents. All such taxes, outgoings and electricity charges in respect of the said property would be borne by the Developer from the date of execution of these presents upto the date of handing over of the Owner's allocation. From the date of completion and handing over possession of the Owner's allocation and the Developer's, the Developers shall bear proportionate share of all municipal taxes respectively and the completion certificate of the proposed multi storied building shall be obtained by the Developers from the municipal authority after completion of the project and all costs in respect of the same shall be borne by the Developers.

ARTICLE-VIII OWNER'S RIGHTS & REPRESENTATIONS

8.1 The Owners shall deliver, khas, peaceful and vacant possession of the premises to the Developers within one month from the date of execution of this agreement along with all necessary photocopies of documents in respect of the land of the Owners required by the Developers for sanctioning of the building plan and for completion of the proposed multi

storied building and the Owners shall issue a letter confirming such deliver of possession to the Developers. The Owners undertake to hand over their original title deeds along with relevant papers and documents relating to their land to the Developers immediately upon execution of this agreement.

3.2 The said premises is free from all encumbrances and the Owners have delivered proper documents to the Developers for obtaining sanctioned plan for completion of the proposed multi storied building . The Developers is satisfied fully with regard to right, title, interest and possession of the land owners in respect of the schedule mentioned property.

ARTICLE-IX COMMON FACILITIES

9.1 The Developers shall pay and bear all taxes and other dues and outgoings in respect of the said premises which are due from the date of execution of this agreement.

9.2 Upon completion of the instant project, the Owners and the Developers shall punctually pay taxes etc. for their respective allocations. The said rates and taxes shall be paid to the concerned authorities as may be mutually agreed upon between the Owners and the Developers.

9.3 Within the stipulated period mentioned above in this agreement, the Developers shall hand over possession of the Owner's allocation, and from the date of service of notice of possession, the Owners shall be responsible for bearing and also paying to the association of the building all service charges for common facilities in the new building that are payable in respect of the Owner's allocation and such charges are to include proportionate share of insurance premium of the building, water, fire and damage charges, for lighting and maintenance, for meeting occasional repair and renewal charges and for all connections and management of common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as also for all common wirings, pipes, electrical and mechanical equipment, pumps, motors and other electrical and mechanical installations, appliances, stairways and other facilities as may be mutually agreed upon from time to time.

9.4 Any transfer of any part of the Owner's allocation in the new building shall be subject to the other provisions thereof and the Owners shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.

ARTICLE-X OWNER'S OBLIGATIONS

10.1 The Owner's allocation in the building shall be subject to the same restrictions and use as applicable to the Developer's allocation in the building for common floor, ceiling, etc. In each of their respective allocation in the building, the Owners shall ensure that the same is in good working condition and repair and in particular ensure not to cause any damage to the building or any other space of accommodation therein and keep the other and/or the occupants of the building indemnified from and against consequence of any breach.

10.2 The Owners shall permit the Developers and its servants and agents with or without workman at all reasonable times to enter into the Owner's allocation and every part thereof for maintenance of the remaining part of the building and/or for the purpose of repairing, maintaining, repairing, lighting and keeping in order the said building and maintaining, repairing and testing drainage pipes, electric wires and /or for similar purpose, upon issuing 48 hours notice in advance in writing.

10.3 Be it recorded herein that the Owners shall be liable to bear proportionate cost of electric transformer per unit on receiving estimate from the W.B.S.F.D.C.L. authorities. However, if electric transformer is not required, no cost will have to be paid.

ARTICLE-XI COMMON RESTRICTIONS

11.1 The Owners hereby agree and covenant with the Developers not to cause any interference or hindrance in the construction of the proposed building for the benefits of all occupiers of the building which shall include as follows:-

11.2. Neither party shall use or permit to be used their respective allocation in the said building or any portion thereof for any activities or use thereof for any purpose which cause any nuisance or hazard or annoyance to the to the other occupiers of the building.

11.3. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration thereon without the previous consent of the other in this regard.

11.4 The Developers shall abide by all laws, by-laws, rules and regulations of the Government's statutory bodies and/or local bodies as the case may be and shall attend to and answer and be responsible for any deviation and/or breach of any of the said laws, by-laws and regulations.

11.5 The Owners and the Developers, in respect of their respective allocation, shall keep all interior walls, sewerage lines, drains, pipes and other fittings, fixtures and appurtenances of the building at the said premises in proper and usable condition.

11.6 The Owners hereby agree and covenants with the Developers not to do any act deed or thing whereby the Developers may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion of the building at the premises save and except as per law.

ARTICLE-XII DEVELOPER'S ALLOCATION

12.1 The Developers hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the proposed building.

12.2. The Developers hereby agrees and covenants with the Owners not to perform or do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any Owners' allocation in the building at the said premises.

ARTICLE-XIII OWNERS INDEMNITY

13.1 The Owners hereby undertake that the Developers shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance, provided the Developers performs and fulfils the terms and conditions herein contained.

ARTICLE-XIV DEVELOPER'S AUTHORITY

14.1 The Developers hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of acts or omission or commission of the Developer in relation to construction of the building.

14.2 The Developers hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or for any defect thereon.

ARTICLE-XV-MISCELLANEOUS

15.1 Immediately upon the Developers obtaining vacant possession of the premises for the development, it shall fix hoardings and banners and shall be entitled to commence construction if the law of the land so permits and it shall otherwise shall construct on obtaining sanction of the building plan from the competent authority as per the terms and conditions herein above mentioned.

15.2 It is understood that from time to time to facilitate construction of the said building by the Developers, various acts, deeds, matters and things not hereby specified may be required to be done by the Developers, for which the Developers may need the authority of the Owners, and various applications and other documents may be required to be signed or made by the Owners related to specific provisions which may not have been mentioned herein and the Owners shall co-operate fully with the Developers in this regard. The Owners hereby undertake to do all such acts deeds matters and things when required and shall execute any additional power of attorney or authorization as may be required by the Developers for submitting any application or documents as the case may be, provided all acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or against the spirit of these presents.

15.3 The Owners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's allocation and the Developers shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

15.4 Any notice required to be given by the Developers to the Owners shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the Developers by the Owners if delivered by hand or acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the Developers.

15.5 The Developers shall bear the cost of completion certificate to be obtained from the New Barrackpore Municipality.

ARTICLE-XVI SHIFTING

16.1 The Developers shall bear shifting charges of the under mentioned Owners as follows:

Shifting Charges to Owners 1. SMT SUKLA RAHA (PAN-AUZPR4855K) and 2. SRI SOUGANDHA RAHA (PAN-AUZPR4853R) @ Rs. 7,000 /- (Rupees Seven Thousand only) per month of the said Owner to a temporary rented accommodation till the date of handing over possession of the Owner's allocation. The Developers shall pay such monthly rent to the said Owners who shall receive the same and issue a proper receipt acknowledging such rent received every month. If the said Owners, on completion of his allocated portion and on receipt of notice by the Developers fails and/or neglect to take over possession of her allocated portion after expiry of the period stipulated in their letters of possession, in that event, the Developers shall not be bound to pay any further rent to the said Owners.

Be it mentioned herein that the Developers shall provide the Owners with good temporary rented accommodation at their own cost till handing over of their possession by the Developers on or before 30 months from the date of obtaining sanctioned building plan from the Municipality and if an advance is required to be paid for the temporary rented accommodation of the Owners, the same will be paid by the Developers, but the Owners will be liable to refund such advance to the Developers and/or get such advance adjusted from her monthly rent

ARTICLE-XVII LEGAL ACTION

17.1 That if any dispute and differences shall arise between the parties with regard to construction of the proposed building or breach of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under these presents, the same shall be referred only to a civil court of competent judicature for adjudication in accordance with law. Both parties shall have every right to take shelter of the law against each other for violation of any of the terms and conditions of this agreement.

ARTICLE-XVIII FORCE MAJEURE

18.1 The parties shall not be liable for any obligations here under to the extent that performance of such obligations are prevented by the existence of force majeure and such obligations shall remain suspended during the duration of force majeure.

Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil unrest and commotion, strike or any other act or commission beyond the control of the parties hereto and to that effect time will be extended.

That it has been expressly agreed between the parties that the handing over of Flat may be extended for another 6 months in case of Natural calamity or National Emergency or exceptional Circumstances beyond the control of Developer.

FIRST SCHEDULE REFERRED TO ABOVE

(SCHEDULE-I)

ALL THAT piece and parcel of land physically measuring an area about 3 Kattah, 01 Chattack 02 Sq.ft. Mouza- Masunda, JL No- 34, Re.Sa. No- 96, Part of CS & RS Dag No- 337, LR Dag No- 2417, LR Khatian No- 2010 Police Station- New Barrackpore, Under New Barrackpore Municipality, Ward No-5, Holding No-34/1, Jhilpar Road, Kolkata- 700131, District -North 24 Parganas, which is butted and bounded as follows :-

২০০০ বর্গ ফুট এর স্টোরিড স্ট্রাকচার

On the North : House of Mithun Sarkar

On the South : By lane 6' ft

On the East : Municipal Road/ Jhilpar Road 17'Ft

On the West : Debarati Apartment

SECOND SCHEDULE REFERRED TO ABOVE

Owner's allocation

LAND OWNER'S ALLOCATION shall mean and include the total allocated portion of 2000 Sq.ft of Covered Area in the proposed multi-storied (G+3) building more or less with the common areas and common amenities and facilities as also the roof on the top floor and these shall be treated as common to all unit holders/ intending purchasers / occupiers in the building together with undivided proportionate share of land comprised in the premises and the Developer shall be liable to hand over the under mentioned self contained residential habitable flats from the constructed area of the proposed multi storied building (G+3) only to the Owner, **SMT SUKLA RAHA** and **SRI. SOUGANDHA RAHA** in the followings manner :-

Sukla Raha.

- I. One Self Contained habitable flat measuring about 750 Sq. Ft. more or less covered area along with proportionate of stair, lift & lobby area on the First Floor North-South – East Side of the proposed multi-storied building.
- II. One Self Contained habitable flat measuring about 550 Sq. Ft. more or less covered area along with proportionate of stair, lift & lobby area on the First Floor North-South – West Side of the proposed multi-storied building.
- III. One Shop measuring about 80- 100 sq. ft. more or less covered area along with proportionate stair, lift & lobby area on the Ground Floor East Side of the proposed multi-storied building.
- IV. One Self Contained habitable flat measuring about 600 Sq. Ft. more or less covered area along with proportionate of stair, lift & lobby area on the Ground Floor South – West Side of the proposed multi-storied building.

Be it further recorded herein that time is the essence of this agreement and that the measurements of flats will be verified as per their physical status and the parties agree for adjustments in respect of each other as regards market price.

Be it recorded herein that all the Owner shall be liable to bear proportionate cost of electric transformer per unit on receiving estimate from the W.B.S.E.D.C.L. authorities. However, if electric transformer is not required, no cost will have to be paid.

Be it further mentioned herein that the Developer shall have every right to make further construction on the top floor/roof of the proposed Multi-storied (G+3 storied) building subject to permission of the concerned municipality. And it has been expressly agreed between parties that in case of extension of any additional floor in that event a Supplementary Development Agreement and Developer's Power of Attorney be made between the parties for the additional area.

THIRD SCHEDULE REFERRED TO ABOVE

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire (G+3) building (excluding owner's allocation) together with undivided proportionate share of land and including the common facilities common parts and common amenities and the roof on the top floor shall be treated as common to all unit holders of the building and the said property absolutely after providing the owners allocation as aforesaid together with absolute right of the developer to enter into agreements for sale with intending purchasers by mode of transfer and/ or by lease or letting out or in any manner subject to fulfillment and observance of the terms and conditions hereof.

FOURTH SCHEDULE REFERRED TO ABOVE

(Specifications)

- 1) FOUNDATION: Sand filling with individual isolated flooring.
- 2) STRUCTURE: R.C.C. structure.
- 3) WALL COATS: All interior walls finished with a coat of wall putty. External walls finished with water proof cement based paint.
- 4) FLOOR: Finished with floor tiles.
- 5) KITCHEN: Fitted with one sink and water tap point. Kitchen Counter top of black stone. Wall tiles upto two and a half feet over kitchen top.
- 6) TOILET: One Anglo Indian style commode with cistern, one shower, two bib cocks and wall tiles up to 6' in height and one wash basin with pillar cock in the dining space/area.
- 7) ATTACHED BATH: One European style commode with cistern, bibcock and wall tiles up to 6' in height.
- 8) WINDOWS: Aluminum windows (shutters) with clear glass and steel grill.
- 9) DOORS: Flush door(High Quality) and other doors also being flush doors.
- 10) ELECTRICAL WIRING: Concealed by PVC pipes. Bed room having two light points, one fan point, two plug points and one fuse point. Kitchen having one light point, one fridge point and one exhaust fan point. One computer point.

One door bell point and one light point at the main entrance. Main service meter shall be arranged by the Developer in the names of owners. Security deposit and installation charges for individual meter shall be borne by individual flat owners.
- 11) WATER SUPPLY: 24 hours uninterrupted water supply through municipal supply with over head reservoir/tank and water pump.
- 12) STAIRS: Staircase up to roof.
- 13) LIFT: four person capacity.
- 14) GRILLS: Verandah/balcony having Iron half grill fitting with one coat paint primer.

FIFTH SCHEDULE REFERRED TO ABOVE:

(Common area, common amenities and facilities)

The land owner along with other co-owners, occupiers, society or syndicate or association shall allow each other the following easement and quasi-easement rights, privileges, etc.

- i) Land under the said building described in the 'FIRST SCHEDULE.'
- ii) All side spaces, back spaces, paths, passages, drain ways in the said building.
- iii) General lighting of the common portions and space for installation of electricity meter in general.
- iv) Drains and sewers from the said building to the connecting Municipal drains and sewers.
- v) Stairs and staircase landings.
- vi) Lobbies on each floor.
- vii) Common septic tank.
- viii) Common water pump and pump room.
- ix) Common water tank.
- x) Common electricity line.
- xi) Lift operator's room.
- xii) Roof of the said building.
- xiii) Water and sewerage evacuation from pipes of every unit to drain and sewer common to the said building.
- xiv) After delivery of possession, proportionate share of maintenance cost will be borne by individual flat owners.

IN WITNESS WHEREOF the parties hereto, i.e. the Owners and the Developer have gone through the subject matter of this joint venture agreement for sale and after having clearly understood all terms and conditions contained herein have put their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of the under mentioned WITNESSES:

1. Sagaseika Poi
Shefali Apartment,
New Barrack Pura, Kol-131
2. Santu Dutta
New Barrack Pura, Kol-131

1. Sukla Raha
2. Sougandha Raha.

**SIGNATURES OF THE OWNER/
FIRST PARTY**

New S. P. Construction New S. P. Construction
Sujay Kumar Poi *Sukhrajit Poi*
Partner Partner

**SIGNATURES OF THE DEVELOPER/
SECOND PARTY**

Drafted by:
Sudeshma Das (Adv)
F-1397/2018
Barasat Judges' Court

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

(1) Name : SUKLA RAHA

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



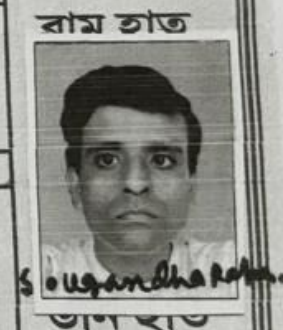
Sukla Raha.

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : SOUGANDHA RAHA

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Sougandha Raha.

Signature of the Presentant

All the above fingerprints are of the above named person and attested by the said person.

(3) Name : SUJOY KUMAR POI

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Sujay Kumar Poi

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

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

(1) Name : SUBHRAJIT POI

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Subhrajit Poi

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name :

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



ডান হাত

All the above fingerprints are of the above named person and attested by the said person.

Signature of the Presentant

(3) Name :

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



ডান হাত

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.