

पश्चिम बंगाल WEST BENGAL

AK 317421



DEVELOPER'S AGREEMENT

THIS DEED OF AGREEMENT is made on this 10th day of May, 2023 BETWEEN SONAM JAIN, (PAN : AHWPJ2677H), W/o Anuj Jain, residing at 23 Sahid Surya Sen Road, P.O. Berhampore, P.S. Berhampore Town, District Murshidabad, Pin-742101, hereinafter called the "OWNER" (which term or expression unless excluded by or repugnant to the contest be deemed to mean and include their heirs, legal representatives and assigns) of the FIRST PART.

AND

"M.L. JAIN DEVELOPERS", a Partnership firm having it's registered office at 23/B Surya Sen Road, P.O. & P.S. Berhampore, Dist. Murshidabad, represented by the Partners: (1) AMIT JAIN (PAN : ACQPJ1165R), (2) ANUJ JAIN (PAN : ACQPJ1164Q), Both Son of Asok Kumar Jain, residing at 23 Surya Sen Road, P.O. Berhampore, P.S. Berhampore Town, District Murshidabad, hereinafter referred to as the "DEVELOPER", (which term or expression unless excluded by or repugnant to the context be deemed to mean and include it's Successor-in-Office, Legal Representatives, Administrators, and assigns) of the SECOND PART.

Contd.....P/2..



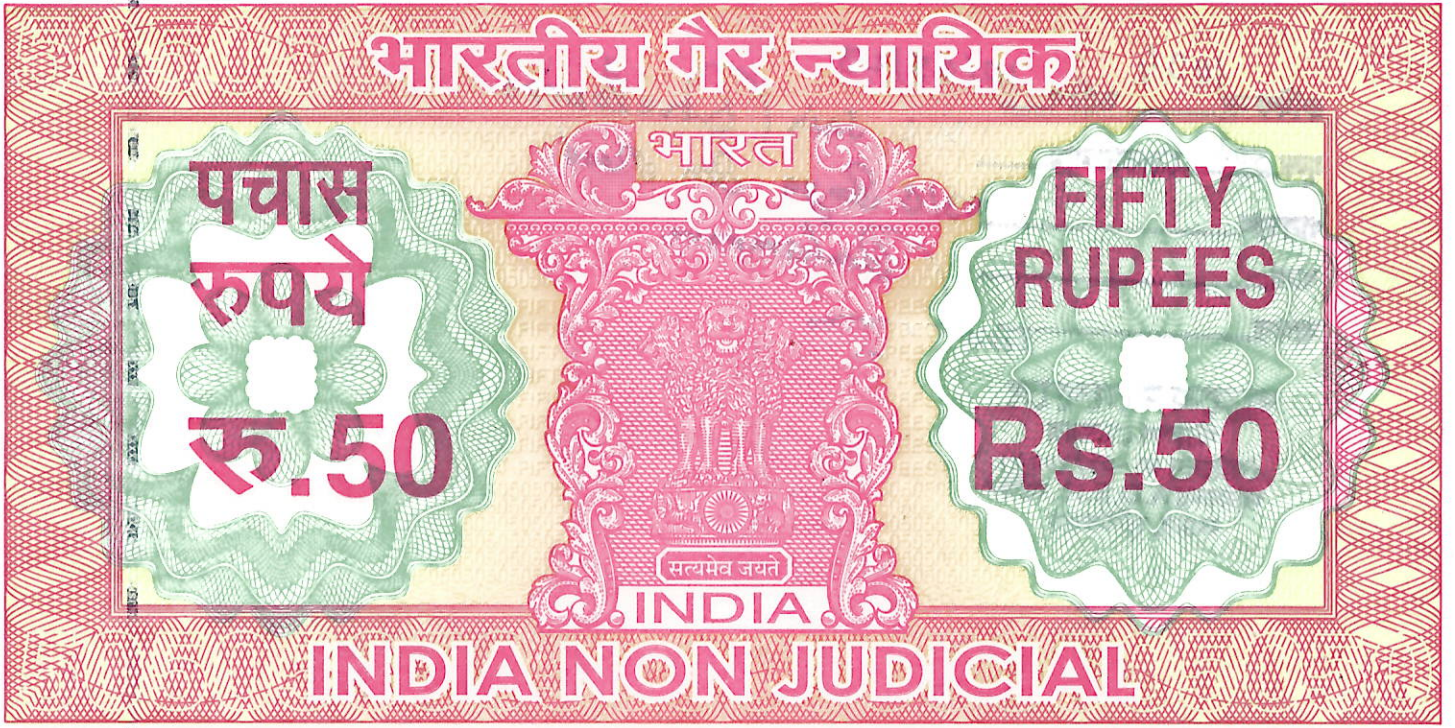
19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad

1033
তারিখ 10/05/23

কর্তৃক 100/- প্রকৃত নাম M.L Jain Developers
বাসস্থান 23/D Suya En Road.
স্থান Berhampur.
স্বাক্ষর

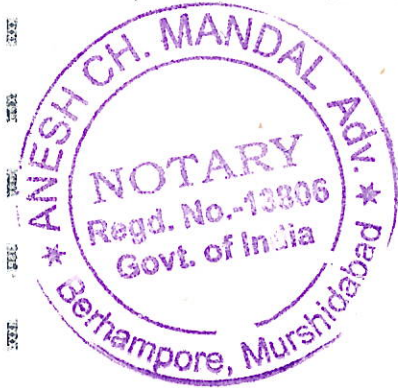
স্বাক্ষর
স্বাক্ষর
(সহস্বাক্ষর নং - 01/2023)
আমতলা A.D.S.R. অফিস
নগর, মুর্শিদাবাদ





पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AG 826768



[2]

AND

WHEREAS 20 Decimal of land in R.S. & L.R. Plot No.145 of Mouza Bishnupur, under P.S. Berhampore town within the District of Murshidabad which has been described in Schedule Lot No. 1 below originally belong to State of West Bengal.

AND WHEREAS State of West Bengal transferred 20 Decimal of land to Jugal Dasi Pal, W/o Late Jogesh Pal by registered Deed of Indenture Vide No.12550 dated 09-11-1987 by virtue of said Deed Jugal Dasi Pal became the Owner of the property described in L.R. Record under L.R. Khatian No.250.

AND WHEREAS Jugal Dasi Pal has sold and transferred some portion of said land to different persons in different dates out of the above land owned by her.

Contd.....P/3..

19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad

কম্বিক নং 1034 তারিখ 10/05/23
ফর্ম 501- প্রকৃত্তার নাম M. L Jain Developers
বাসস্থান 23/8 Janya Sen Road
থানা Berhampore
সাক্ষর

স্বাক্ষরিত কর্তৃক
পট্যান্ড ডেভেলপার
(সিইসিএন নং - 01/2022)
আমতদ্বা A.D.S.R. অফিস
নওঙ্গা, মুর্শিদাবাদ





[3]

AND WHEREAS Jugal Dasi Pal while peaceful possessing and enjoying of plot and/or piece and parcel of land measuring 7.6 Decimal more or less as more fully described in Lot No.1 of Schedule below she died on 30-12-2007 leaving behind Jogmaya Pal and Jamuna Ghosh as two daughters and Gopal Pal as Son. So, they inherited the said property left by Jugal Desi Pal.

AND WHEREAS Gopal Pal while possessing the said property he died unmarried & issueless on 23-01-2007 leaving behind Jogmaya Pal and Jamuna Ghosh as two sisters. So, they inherited the said property left by Gopal Pal.

AND WHEREAS Jogmaya Pal while possessing the said property she died unmarried and issueless on 16-10-2020 leaving behind Jamuna Ghosh as sister. So, Jamuna Ghosh inherited the said property left by Jogmaya Pal. By virtue of inheritance Jamuna Ghosh became the Owner of 7.6 Decimal of land fully described in Lot No.1 of Schedule below.

WHEREAS 3 Decimal of land in R.S. & L.R. Plot No.145 of Mouza Bishnupur, under P.S. Berhampore town within the District of Murshidabad which has been described in Schedule Lot No.2 below originally belong to Jumana Ghosh. Her name has been duly recorded in L.R. Record under L.R. Khatian No.2777.

AND WHEREAS Jamuna Ghosh in her turn transferred entire Lot No.1 & Lot.No.2 of the Schedule property i.e., 10.6 Decimal of land to her son Samar Ghosh by a registered Deed of Gift Vide No.6949 dated 13-08-2021. The said deed duly registered at Additional Register of Assurance-III, Kolkata Vide Registered in Book No.1, Volume No.1903-2021, Page No.304301-304321. But in the said Deed the District name has wrongly been written as North 24 Parganas in place of Murshidabad & Khatian has wrongly been written as plot Number. So, Jamuna Ghosh again executed a Deed of Declaration in favour of Samar Ghosh by Registered Deed of Declaration Vide No.1254 Dated 22-12-2021 and the District Name and Khatian Number and others mistake of the said deed has been rectified. By virtue of said Deed Samar Ghosh become the Owner of the property described in Lot No.1 & Lot No.2 of the Schedule property. His name has been duly recorded in L.R. Record under L.R. Khatian No. 2844 & 2845.

AND WHEREAS Samar Ghosh absolutely sized and possessed or otherwise sufficiently entitled to the land fully and effectually described by schedule below.

AND WHEREAS Samar Ghosh having acquired right, title and interest in the said land in question appertaining to holding No.185/2, Bishnupur Road within Berhampore Municipality.

AND WHEREAS the OWNER is desiring to Develop her property which is fully described in the First Schedule below into a modern elegantly designed multi storied Building in accordance with law have been in search of well reputed and efficient Building Promoter.

Contd.....P/4..

Ar. Mandal
19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad





[4]

AND WHEREAS said owner first part develop her property by raising multi storied building thereon by this property are looking for prospective Developer for the same.

AND WHEREAS the party of the second part is carrying on a partnership business of promotion, Development and Construction of properties as real estate Agent.

AND WHEREAS the second part herein offered to the party of the first part their intension to promote and develop the said property as fully sets forth in the first schedule hereto in accordance with the sanction building plan is to be sanctioned by the Berhampore Municipality.

AND WHEREAS the Owner, first part has agreed with the said proposal of the Developer on certain terms and condition as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HERBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Unless these presents it is repugnant to the subject or context,

ARTICLE – I DEFINITIONS:

- 1) OWNER SONAM JAIN, W/o Anuj Jain, residing at 23 Sahid Surya Sen Road, P.O. Berhampore, P.S. Berhampore Town, District Murshidabad, Pin-742101.
- 2) DEVELOPERS: Shall mean "M.L. JAIN DEVELOPERS", a Partnership firm having its registered office at 23/B, Sahid Surya Sen Road, P.O. Berhampore, P.S. Berhampore Town, District Murshidabad, Pin-742101, represented by the Partners: (1) AMIT JAIN, (2) ANUJ JAIN, both S/O Asok Kumar Jain, residing at 23, Sahid Surya Sen Road, P.O. Berhampore, P.S. Berhampore Town, District Murshidabad, Pin-742101.
- 3) PROPERTY: Shall mean a premises no. 185/2, Bishnupur Road, P.O, Berhampore, P.S. Berhampore Town, District Murshidabad, Pin-742101.
- 4) BUILDING: Shall mean structure or super structure intended to be constructed on the said property and shall include all, meter room, pump room, reservoir, open / covered spaces intended for the enjoyment of the occupants of the said building including all its easements, appurtenances, and appendages.
- 5) BUILDING PLAN: Shall mean the Plan which shall be prepared by the Developers in the name of the Owner and duly signed by the Owner and sanction to be obtained by the Developer from the Berhampore Municipality and shall include any alteration, rectification, revision in accordance with the Building Rules of the Berhampore Municipality.

Contd.....P/5..

Ar. Mandal
19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad





[5]

- 6) COMMON FACILITIES: Shall include all passages, stairways, corridors, lobbies, gates rain water pipes, Sewerage and Drainage Pipe underground Sewers Fittings, Fixtures, Manhole, Pits, Roof, Terrace, Water Connection and Pipe Liners, Overhead and Underground Reservoirs, Pipe Lines, Motor Pump, Fences and Boundary Wall, Court Yard, W.B.S.E.D.C.L. supply Common Electric connection and Electrical supply to common areas and fittings, fixtures, entire exterior walls, garbage vat common driveways and other facilities whatsoever required for the establishment of location enjoyment, provision, maintenance and management of the affairs of the said Building in the said Premises.
- 7) AREA: Shall mean and include the Built-up Constructed Area in the said property but shall not include the terrace above the Top Floor.
- 8) THE SUPER BUILT UP AREAS: of a Unit shall mean 25% share of Built-up area together with its proportionate share of the staircase, landings, and passages with proportionate share in the common facilities and advantages as well as proportionate undivided share of interest in the Land underneath the structure.
- 9) OWNER'S ALLOCATION: The Developer shall pay 30% out of the total price of all the units to be constructed over the first schedule property to the first part as per terms and conditions as mentioned in second schedule below.
- 10) DEVELOPER'S ALLOCATION: Shall mean the entire Flats / Areas out of the Total sanction plan, garages, shop rooms of the newly constructed building over the first schedule property including common facilities and proportionate area of the land underneath, the construction shall absolutely belonged to the developers together with absolute right on the part of the developer and / or its prospective buyer / buyers or any intending, transferee / transferees or in any way to deal with the same, but without any way affecting the right and interest of the owner.
- 11) ARCHITECTS: Shall mean such person or persons knowing all Municipal statutory provisions, rules, regulations and other statutory provisions who shall be appointed by the Developer for designing and planning of the building also includes supervision during Construction of the Building if so appointed by the Developer.

ARTICLE – II TITLE AND DECLARATION:

- 1) The Owner hereby declares that they have good and absolute right, title, and interest to the said property without any claim any right, title or interest of any other persons or persons claiming through or under them.
- 2) The Developer is satisfied upon investigation of title that the owner has a good and marketable title free from all encumbrances and liabilities whatsoever to enter into any agreement with Developers.

Contd.....P/6..

A. Mandal
19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad





[6]

- 3) The Owner hereby undertakes and assures that the Developers shall be entitled to Construct and complete the total Building with all responsibilities as agreed between the parties and to retain and deal with the Developer's Allocation therein without any interference from the Owner or any other persons claiming through them.

ARTICLE – III EXPLOTATION & DEVELOPMENT RIGHTS:

- 1) The Owner hereby grants right to the Developer to construct erect and built (B+G+6) Storied Building in the said Premises in accordance with the Building Plan to be sanctioned by the Berhampore Municipality with or without any amendments and / or modifications made or caused to be made by the Developer subjects to the prior sanction obtained from the appropriate authority.
- 2) All application / plans and other papers and documents as may be required by the Developers for the purpose of obtaining necessary sanction or modifications or alteration of the Plan from the appropriate authorities shall be prepared by the Developers at its /their own costs and expenses and the Developers shall pay and bear all fees including architects fees / charges and expenses to be paid or deposited for sanctioning the plans of the said premises provided however that the Developer shall be exclusively entitled to all refunds of any or all payments and / or deposit by the Developer.
- 3) Nothing in these present shall be constructed as a demise Assignment of Conveyance in Law by the Owner of the said Premises or any part thereof to the Developers as creating any right, title or interest in respect thereof other than an exclusive right of the Developers or as creating any right, title or interest to commercially exploit the same in terms hereof and to deal with the Developer's Allocation in the newly built portion of the Building in the manner hereinafter stated.

ARTICLE – IV:

- 1) In consideration of the owner's allocation the owner having agreed to permit, the developer to commercially develop said premises by constructing a multi-storeyed building in accordance with the plan sanctioned by Berhampore Municipality with such modification and alteration as may be required or be required by the developer, developer has agreed to pay the amount as specified in the Second Schedule below.
- 2) The Owner shall not be liable to pay or contribute nor Developer shall be entitled to call upon the owner to pay contribute any amount in the construction cost of the said (G+5) storied building.

Contd.....P/7..





ARTICLE – V PROCEDURE:

- 1) The Second Part shall be at liberty to procure buyers for the Sale of Proposed Flats, Garage, Shop Room and for the said purpose Second Part shall have the right to enter in Agreement for Sale with the intending Purchasers for selling of the said Flats, and also to receive advance payment of consideration money from the said intending Purchaser/s in respect to the developer allocation.
- 2) The Second Part Developer agrees and declares that they have made Searched and enquiries and have satisfied themselves that Land is free from encumbrance or restrictions and that it is suitable for construction of the said Multi-storied Building and the Land applicable thereto permit the sale of Flats out to carry on such business of promotion.
- 3) That the First Part shall convey all rights of ownership to the intending Purchaser/s of the said Flats, Garages, Shops with the proportionate share of the Land underneath against the consideration of construction and possession of the said Flats, Shops & Garages Constructed on the First Schedule Property. The Second Part is entitled to receive the sale price of the entire Flat, Shop and Garage in respect of the Developer's allocation to be constructed over the First Schedule Property.
- 4) The First Part hereby agree and covenant with the Developer TO DO ALL ACTS and things necessary for execution of necessary documents in respect of Proportionate share of the said Plot of Land to the nominees of the Developer.

ARTICLE – VI CONSTRUCTION:

It has agreed by and between the Owner and the Developer to construct, erect and complete the said Building in the said Premises within 36 months from the date of this agreement.

ARTICLE – VII BUILDING:

- 1) The Developer shall be authorised in the name of the order in so far as is necessary to apply for and obtain temporary permanent connection of water, electricity, power, drainage, sewerage in the portion of New Building for facilities required for the Construction or Enjoyment of the Building.
- 2) The Developer shall at its / their own costs and expenses construct and complete the said Building and various unit and / or apartments therein in accordance with sanctioned Building Plan.

Contd.....P/8..

Handwritten signature: Anesh Ch. Mandal
19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad





ARTICLE – VIII DEVELOPER ALLOCATION:

- 1) The total consideration as per Building Plan to be sanctioning from Berhampore Municipality and together with Proportionate Share in the Land as well as common areas and facilities including all others right and / or common rights.
- 2) Developer shall be exclusively entitled to Developer's Allocation with exclusive right to transfer or otherwise deal with or dispose of the same without any right to transfer or otherwise deal with or dispose of the same without any right therein by the First Part.
- 3) The Owner shall execute any agreement for Sale, Deed of Conveyance in favour of either the Developer or its Partners, Nominees or Nominee such Part or portion as shall be required by the Developer and the Developer shall join in the Deed of agreement for sale or deed of Conveyance or Convey as confirming party without whom the Deed of transfer shall not be binding.

ARTICLE – IX COMMON FACILITIES:

- 1) As soon as the new portion of the building on the said premises is completed and made fully and completely habitable for residential purpose upon obtaining necessary certificate for occupation from the architect as provided under the Municipal Rules, Schedules and Regulations framed thereto under the Developer.
- 2) The Owner and the Developer or person claiming through them shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities otherwise as may be mutually agreed upon between the owner and the Developer and both the parties shall keep each other indemnified against all claim actions, demands, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.

ARTICLE – X COMMON RESTRICTIONS:

- 1) The Developer or its Nominees shall not do or permit to use their allocations in the Building any portion thereof for carrying on any obnoxious, illegal trade or activity nor use thereof for any purpose which may cause any nuisance, hazardous to the other Occupiers of the New Building.
- 2) Both the parties shall abide by all Laws, Byelaws, rules, and regulations of the Government / local Bodies as the case be and shall attend to answer and be responsible for any developer violation and / or breach of any of said laws, Bye-laws / and Regulations.
- 3) Developer or there its nominees should entitle to use their allocations for the purpose of residence garage and the shop room for commercial purpose.

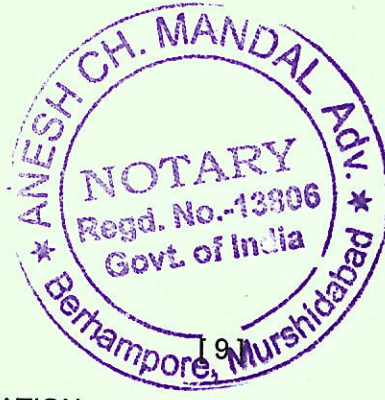
Remolded

19 MAY 2023

ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad

Contd.....P/9..





ARTICLE – XI OWNER OBLIGATION:

- 1) The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the rule of the portion of the said Building provided the Developer rightly performs its / their obligations and covenants shared hereunder as per plan.
- 2) The Owner agrees and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prohibited from selling, assigning and / or disposing of any of the Developer Allocated portion on the building or at the said property.
- 3) The Owner hereby agrees and covenant with the Developer not to let-out, grant, lease / mortgage and / or changes the Developer Allocation in the said Premises.

ARTICLE – XII DEVELOPER'S OBLIGATION:

- 1) The Developer hereby agrees and covenant with the First part to start the construction of the building in accordance with the sanction plan and shall complete the said Building in the said Premises within 36 months from the date of this agreement.
- 2) The Developer hereby agrees and covenant with the Owner not to violate or contravene any of the statutory provisions rules regulations or notification applicable for Construction they said Building and hereby agree.

ARTICLE – XIII DEVELOPER'S INDEMNITY:

- 1) The Developer hereby undertake to keep the Owner indemnified against all third-party claims and actions arising out of any of act or commission or omission of the Developer related to the Construction of the Building.
- 2) The Developer hereby undertake to keep the Owner indemnified against all actions, suits, costs, proceedings, and claims that may arise out of the Developer's action regarding the Development of the said premises and / or in the matter of construction of the said Building and / or for any defect therein.
- 3) If during the course of construction, any persons or adjacent neighbours shall take any action in respect of the Construction of the said Building, then in that event, the Developer shall be liable at their / its own cost for defending such legal action or proceeding and shall also be liable to pay only the costs which may become payable in respect of such proceedings and for the aforesaid purchases the Developer hereby agree to indemnify and keep the owner identified at all times against all suits, actions, proceedings, costs, charges and expenses in respect thereof,

Contd.....P/10..

A. Mandal
19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.- 13806
Berhampore, Murshidabad





ARTICLE – XIV MISCELLANEOUS:

- 1) The Owner and the Developer have entered into this Agreement for Development purely as construed as Partnership between the Developer and the Owner.
- 2) Any notice required to be given by the Developer shall without prejudice to any other made or service available be deemed to have been served on the owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement and shall likewise be deemed to have been served on the Developer and delivered by hand or sent by prepaid registered post to registered office of the Developer at their / its recorded address.
- 3) The Developer and the Owner shall mutually frame Scheme under the existing statutory rules, regulations and customs for the management and administration of the said Building common parts thereof. The Owner and the Developer hereby agree to abide by all the rules and regulations of such Society.

FIRST SCHEDULE

LOT NO.1

In the District Murshidabad, P.S. Berhampore Town, Mouza Bishnupur, J.L No. 93, Annual Rent payable to the state of West Bengal through the Collector of Murshidabad at Berhampore Zaminder.

Khatian No.	Plot / Dag No.	Class	Area
L.R.2844	R.S. & L.R. 145	Viti	7.6 decimal out of 10.6 decimal out of 20.0 decimal having holding no. 185/2 Bishnupur Road, within Berhampore Municipality, Ward No.9.

LOT NO.2

In the District Murshidabad, P.S. Berhampore Town, Mouza Bishnupur, J.L No. 93, Annual Rent payable to the state of West Bengal through the Collector of Murshidabad at Berhampore Zaminder.

Khatian No.	Plot / Dag No.	Class	Area
L.R.2845	R.S. & L.R. 145	Viti	3.0 decimal out of 10.6 decimal out of 20.0 decimal having holding no. 185/2 Bishnupur Road, within Berhampore Municipality, Ward No.9.

Contd.....P/11..

s.c.mandal

19 MAY 2023

ANESH CH. MANDAL

Notary Public

Govt. of India

Regd. No.- 13806

Berhampore, Murshidabad





The Lot No.1 & Lot. No.2 as aforesaid are butted and bounded by:

On the North : Other's Land.

On the South : Municipal Road.

On the East : Other's Land.

On the West : Municipal Road.

IN WITNESS WHEREOF THE PARTIES hereto put their signature and have executed and delivered these presents on the day, month, and year first above written. Signed, Sealed, and delivered by Vendors at Berhampore in presence of

1. Rohan Peel
5, 40, Manikbanagar
Cossimbazar Raj
Pin - 742102

2. Dipankar Mukherjee
89/A A.C. Road (East)
Kogri, Murshidabad
Pin - 742103

Sonam jain

Signature of the FIRST PART

1. dit Gai

2. Jay Jain

Signature of the SECOND PART

Attested
A. Mandal
19 MAY 2023
ANESH CH. MANDAL
Notary Public
Govt. of India
Regd. No.-13806
Berhampore Murshidabad

