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Certified that the Document is Admitted for Registration.
 The Signature Sheets and the Endorsement Sheets attached herewith are the parts of this Document.

Addl. District Sub-Registrar Kharagpur

28 MAR 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on 28th day
 of March, 2022,

[Handwritten signature]

SUGUNA CONSTRUCTION

E. Ravi
 Partners

E. Ravi
E. Ramesh Chandra Rao

E. Suguna

SUGUNA CONSTRUCTION

E. Suguna
 Partners

SUGUNA CONSTRUCTION

Ramesh Chandra Rao
 Partners

ক্রমিক নং ১৭৭৪৩০ বা ৫৩৩০/-
তারিখ ২৪-৩-২০২২
সেবারী An. Ejjada Suguna
ক/ Old Settlement
পো: Khairagarh
স্বাক্ষরিত

৫০০০/-
(Five thousand only)

ক্রীতদেবত তালুক
খাইরাগড়, এ. ডি. এস. আর, অসম



Add. District Sub-Registrar
Khairagarh, Paschim Medinipur

20 MAR 2022



E. Suguna



E. Ramachandra Rao



E. Ravi

BETWEEN

(1) Mrs. EJJADA SUGUNA, wife of Mr. E. Ramana Rao, by religion- Hindu, by nationality- Indian, by occupation- Business, residing at Rly. Qtr. No- L/30, Unit No- 2, Old Settlement, Gandhi Nagar, Ward No- 21, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, Aadhaar No- 502212689233, PAN No- COQPS6387L

E. Suguna

E. Rao

E. Ramachandra Rao

(2) Mr. EJJADA RAVI, son of Late Ejjada Ram Murty, by religion- Hindu, by nationality- Indian, by occupation- Business, residing at Rly. Qtr. No- 2E/2, Unit No- 5, Old Settlement, Ward No- 20, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, Aadhaar No- 206137020649, PAN No- BFMPR5646P

SUGUNA CONSTRUCTION

E. Ravi

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(3) Mr. EJJADA RAMACHANDRA RAO, son of Late Ejjada Ram Murty, by religion- Hindu, by nationality- Indian, by occupation- Business, residing at Galaxy Milinium, Flat No- 107, Sriniketan Pally, Taljuli, Ward No- 28, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, Aadhaar No- 271752414483, PAN No- AAQPE3074L

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SUGUNA CONSTRUCTION

E. Ramachandra Rao

Partners

--- hereinafter referred to as 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**



E. Suguna



E. Ramachandra Rao



E. Ravi

E. Suguna

E. Ravi

E. Ramachandra Rao

BETWEEN

"SUGUNA CONSTRUCTION" a Partnership Firm registered under the Indian Partnership Act having its Registered Office at incorporated under the Companies Act, 1956, having its Registered Office at **Galaxy Millinium, Flat No- 107, Sriniketan Pally, Taljuli, Ward No- 28, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, West Bengal, PAN No- AEGFS7064G**, and is duly represented by its Partners (1) **Mrs. EJJADA SUGUNA**, wife of **Mr. E. Ramana Rao**, by religion- **Hindu**, by nationality- **Indian**, by occupation- **Business**, residing at **Rly. Qtr. No- L/30, Unit No- 2, Old Settlement, Gandhi Nagar, Ward No- 21, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, Aadhaar No- 502212689233, PAN No- COQPS6387L**

(2) **Mr. EJJADA RAVI**, son of **Late Ejjada Ram Murty**, by religion- **Hindu**, by nationality- **Indian**, by occupation- **Business**, residing at **Rly. Qtr. No- 2E/2, Unit No- 5, Old Settlement, Ward No- 20, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, Aadhaar No- 206137020649, PAN No- BFMPR5646P**

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E. Ravi

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(3) Mr. **EJJADA RAMACHANDRA RAO**, son of **Late Ejjada Ram Murty**, by religion- **Hindu**, by nationality- **Indian**, by occupation- **Business**, residing at **Galaxy Milinium, Flat No- 107, Sriniketan Pally, Taljuli, Ward No- 28, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, Aadhaar No- 271752414483, PAN No- AAQPE3074L** hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless excluded by or repugnant to the context or meaning thereof shall mean and include its successors-in-interest/ office and/or permitted assigns) of the **SECOND PART.**

E. Suguna

E. Ravi

E. Ramchandra Rao

WHEREAS the First Part is in possession of land measuring about **20.70 decimal** of land lying and situated in District- **Paschim Medinipur, P.O- Kharagpur, P.S- Kharagpur (Town), A.D.S.R.O- Kharagpur, Mouza- Taljuli, J.L No- 239, R.S. Khatian No- 318, L.R.Khatian No- 1144, 1140 & 1139, R.S. Plot No- 516, L. R. Plot No- 494, Measuring- 5.90 Decimals, R.S. Plot No- 516, L. R. Plot No- 496, Measuring- 0.60 Decimals, R.S. Plot No- 516, L. R. Plot No- 497, Measuring- 8.10 Decimals & R.S. Plot No- 516, L. R. Plot No- 498, Measuring- 6.10 Decimals** of the Kharagpur Municipal Ward No- **28, Holding No- 426/16.**

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NOW THE FIRST PART HAS MADE REPRESENTATION TO THE DEVELOPERS AS FOLLOWS.

A. That the Owners are the jointly absolutely seized and possessed of all that piece and parcel of Bustu Land measuring about **20.70 decimal** of land lying and situated in District- **Paschim Medinipur, P.O- Kharagpur, P.S- Kharagpur (Town), A.D.S.R.O- Kharagpur, Mouza- Taljull, J.L No- 239, R.S. Khatian No- 318, L.R.Khatian No- 1144, 1140 & 1139, R.S. Plot No- 516, L. R. Plot No- 494, Measuring- 5.90 Decimals, R.S. Plot No- 516, L. R. Plot No- 496, Measuring- 0.60 Deci-**

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mals, R.S. Plot No- 516, L. R. Plot No- 497, Measuring- 8.10 Decimals & R.S. Plot No- 516, L. R. Plot No- 498, Measuring- 6.10 Decimals of the Kharagpur Municipal Ward No- 28, Holding No- 426/16 is the subject matter of this Development Agreement and be the same or a little more or less, as the absolute owners thereof free of all encumbrances and was also enjoyed and possessed by them uninterruptedly without any hindrance form any quarters with all rights, privileges and benefits together with all easement rights hereinafter called and referred to as the 'Sided Premises'.

*E. Suguna
E. Ravi
E. Ramchandra Rao*

B The first Part "OWNERS" desirous of getting the "Said Premises" developed through the Second part "Developers" by way of construction of multi-storied building subject to sanctions being obtained form the Kharagpur Municipality and/or such other appropriate authority/ authorities.

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C. The First Part represented to the Second Part that they are the absolute Owners of the "Said Premises" and there is no legal impediment for them to enter into this Agreement for Joint Venture.

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D. The First Part, herein confirm that so for as they are aware, there is no demand of any amount by any recovery officer of any other statutory authorities against the said premises or the said premises is not affected by any certificate order of any court or authorities, The first part, further that the said premises is not affected by any scheme or notice or prohibitory order or notice of

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THE DEVELOPER HEREIN REFERRED TO AS SECOND PART HAS REPRESENTED TO THE FIRST PART AS FOLLOWS.

A. **WHEREAS** the Second Part is a Partnership Firm and has financial capacity and technical skill, experience, and expertise to construct the proposed building and/ or develop the side landed property The Second Part has been rendered incapable of constructions and developing any property by any court, tribunal and statutory body either in the past or at the time of entering into this agreement. The Second possesses all necessary Trade license and other permission and is also authorized by the law of this land to enter this Joint Venture Agreement and develop the said premises by demolishing the existing structure.

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E. Ramesh Chandra Rao

AND WHEREAS the Second part agree or develop the said premises on the basis of such representations made by the first same to be true and relying upon the same.

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E. Ramesh Chandra Rao
Partners

B **AND WHEREAS** the First Part herein have agreed to allow the Second Part and the second Part has agreed to develop the said premises on joint venture basis at its cost & expenses by constructing a **G + 4** storied building on the "**Said Premises**" and the owner shall be entitled to the following flats.

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- 1) Flat No- 304 & 305 in Third Floor AND 2 (two) Mid Size Car Parking allotted to the owner No. 1. Mrs. **EJADA SUGUNA**, wife of Mr. E. Ramana Rao.

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- 2) Flat No- 204 & 205 in Second Floor AND 2 (two) Mid Size Car Parking allotted to the owner No. 2. Mr. **EJJADA RAVI**, son of **Late Ejjada Ram Murty**.
- 3) Flat No- 104 & 105 in First Floor AND 2 (two) Mid Size Car Parking allotted to the owner No. 3. Mr. **EJJADA RAMACHANDRA RAO**, son of **Late Ejjada Ram Murty**.

C. **AND WHEREAS** the Second Part has perused the title deeds and other documents relating to the premises and has also inspected the site and is prima facie satisfied with title of the property.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

ARTICLE- I

DEFINITIONS.

A. IN THIS AGREEMENT UNLESS IT IS CONTRARY OR CONTEXT THE FOLLOWING WORDS AND OR EXPRESSIONS SHALL MEAN AS FOLLOWS.

- i. "OWNERS" shall mean the Owners above named being with (1) **Mrs. EJJADA SUGUNA**, wife of **Mr. E. Ramana Rao**, by religion- **Hindu**, by nationality- **Indian**, by occupation- **Business**, residing at **Rly. Qtr. No- L/30, Unit No- 2, Old Settlement, Gandhi Nagar, Ward No- 21, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301.** (2) **Mr. EJJADA RAVI**, son of **Late Ejjada Ram Murty**, by religion- **Hindu**, by nationality- **Indian**, by occupation- **Business**, residing at **Rly. Qtr. No- 2E/2, Unit No- 5, Old Settlement, Ward No- 20, P.O.- Kharagpur, P.S.-**

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Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301. (3) Mr. EJJADA RAMACHANDRA RAO, son of Late Ejjada Ram Murty, by religion- Hindu, by nationality- Indian, by occupation- Business, residing at Galaxy Milinium, Flat No- 107, Sriniketan Pally, Taljuli, Ward No- 28, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301 and their heirs, executors, administrators, successors, legal representatives.

- ii. "DEVELOPER" shall mean "SUGUNA CONSTRUCTION" a Partnership Firm registered under the Indian Partnership Act having it's Registered Office at incorporated under the Companies Act, 1956, having its Registered Office at Galaxy Milinium, Flat No- 107, Sriniketan Pally, Taljuli, Ward No- 28, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301, West Bengal, PAN No- AEGFS7064G and is duly represented by its Partners (1) Mrs. EJJADA SUGUNA, wife of Mr. E. Ramana Rao, by religion- Hindu, by nationality- Indian, by occupation- Business, residing at Rly. Qtr. No- L/30, Unit No- 2, Old Settlement, Gandhi Nagar, Ward No- 21, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301. (2) Mr. EJJADA RAVI, son of Late Ejjada Ram Murty, by religion- Hindu, by nationality- Indian, by occupation- Business, residing at Rly. Qtr. No- 2E/2, Unit No- 5, Old Settlement, Ward No- 20, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301. (3) Mr. EJJADA RAMACHANDRA RAO, son of Late Ejjada Ram Murty, by religion- Hindu, by nationality- Indian, by occupation- Business, residing at Galaxy Milinium, Flat No- 107, Sriniketan Pally, Taljuli, Ward No- 28, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist.- Paschim Medinipur, PIN- 721301.

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E. Ramchandra Rao

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- iii. **"SAID PREMISES"** shall mean ALL THAT piece and parcel of Bastu land of **20.70 Decimals** and which is fully described in the afore-said Parts of this Development Agreement also described in the First Schedule hereunder written on which the new proposed building as to be constructed. The Developer has measuring the area and is satisfied with the measurement thereof.
- iv. **"ARCHITECT"** shall mean **N. K. DESIGN DESK**, Shantipuram, Gurdwara Junction, Visakhapatnam- 16 as the Architect for the project after examining Architect's good track record and reputation for such project by the Developer.
- v. **"BUILDING PLAN"** shall the proposed maps or plans as to be sanctioned by the Kharagpur Municipality and its subsequent modification/ amendment in the said plans which is to be sanctioned by the developer. The building shall be for residential use.
- vi. **"NEW BUILDING"** shall mean a **G + 4** storied building, including shop and car parking space etc., to be constructed and completed in the said premises by the Developer at its cost and expenses in accordance with the building plan to be sanctioned by the Kharagpur Municipal in pursuance hereof on the land described hereinabove.
- vii. **"OWNERS ALLOCATION"** shall mean **25%** the total flats, i.e. following flats.
- 1) Flat No- 304 & 305 in Third Floor AND 2 (two) Mid Size Car Parking allotted to the owner No. 1. **Mrs. EJJADA SUGUNA**, wife of Mr. **E. Ramana Rao.**

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E. Ramchandra Rao

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E. Suguna
Partners
SUGUNA CONSTRUCTION
Ramchandra Rao
Partners

Ravi

- 2) Flat No- 204 & 205 in **Second Floor AND 2 (two) Mid Size Car Parking** allotted to the owner No. 2. **Mr. EJJADA RAVI**, son of **Late Ejjada Ram Murty**.
- 3) Flat No- 104 & 105 in **First Floor AND 2 (two) Mid Size Car Parking** allotted to the owner No. 3. **Mr. EJJADA RAMACHANDRA RAO**, son of **Late Ejjada Ram Murty**.

TOGETHER WITH undivided proportionate share of the land and the proportionate common areas including roof. It is clarified that all the rest area shall belong to the Developer, including roof, staircase which shall be common to other occupiers/ Owners, subject to sanction of plan by the Kharagpur Municipality.

vii. **"DEVELOPER'S ALLOCATION"** shall mean **75%** rest floors/flats in the floor and the rest common parking area in the ground floor of the premises of the constructed area and/ or built up area and/ or Super built-up area excluding the Owners allocation, **TOGETHER WITH** undivided proportionate common to other occupiers/ Owners in the said building.

viii. **"COMMON EXPENSES"** shall means and include all expenses to be incurred by the Unit Owners for the management and maintenance of the building and the premises after obtaining completion/ occupancy certificate from the Kharagpur Municipality, which is to be obtained at the cost and effort of the Developer.

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ix. **"COMMON PORTIONS, FACILITIES & AMENITIES"** shall mean all the common areas and installations comprised in the new building and the premises, including, staircase, lobbies, passages, pathways, boundary walls, service areas and other facilities, which may be mutually agreed upon by and between the parties in writing as required for the establishment, location, enjoyment, provisions maintenance and/ or management of the building.

x. **"SALEABLE SPACE"** shall mean the space in the building available for independent use and occupation.

xi. **"PROJECT"** shall mean the entire work of development from demolition of the existing structure, sanction of plane , constructions and completion of building in complete and finished condition, obtaining of occupancy certificate and completion of essential services like water, sewerage and electricity and handing over possession to the Owners, which shall be at the entire cost of the Developer save and except which are specifically agreed herein.

xii. **"PROPORTIONATE BUILDING SHARE"** with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the entire area in the new building.

xiii. **"UNIT"** shall mean any flat or other covered area or shops in the new building, which is capable of being exclusively owned, used and. or enjoyed by the respective Unit Owners and which is not the common portions.

E. Suguna

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E. Ramesh Chandra Rao

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~~E. Ravi~~

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xiv. "UNIT OWNERS" shall mean any person who acquires holds and/ or owns any unit in the new building as per agreed terms primarily and shall include the Owners and the Developer, for the units held by them.

xv. "COMPLETION TIME" The building shall be completed within 24 (Twenty Four) Month form the date of sanction of the building plan by the Kharagpur Municipality and. or other appropriate authority or authorities, and/ or 24 (Twenty Four) months from the date of getting vacant possession of the premises from the Owner whichever is later subjected to a grace period of another 6 (six) months.

xvi. "SOCIETY" shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer shall be entitled to manage and/ or maintain the new building and the premises and to collect the common expenses as mutually agreed upon by the Owners and the Developer. The Developer shall take initiative to form an association/ society within one year from the date of obtaining Completion Certificate.

xvii. "SPECIFICATIONS" shall mean the specifications for completing the new building as stated in the **SECOND SCHEDULE** hereto.

xviii. "ADVOCATE" to the project shall mean **Mr. Koushik Kar, Advocate, Judge's Court, Midnapore.**

E. Suguna

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E. Ram Chandra Rao

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- xix. "TRANSFEREE" shall mean the unit Owners, person, firm, limited company, and association of persons to whom any flat or space in the building shall be transferred.

ARTICLE- II

COMMENCEMENT.

1. This agreement shall be in force from the date of signing hereof.
2. This Agreement shall continue till full performance hereof by the Owners and the Developer. However, in case of any dispute, termination, non-performance, or substantial breach of this contract, the parties will go for Arbitration as given hereunder.

E. Suguna

E. Rai
E. Ram Chandra Rao

ARTICLE- III

DEVELOPER'S PRIMARY OBLIGATION.

1. The Developer will incur all expenses and other out goings relating to the land for setting right the papers.

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E. Rai
Partners

ARTICLE- IV

DEVELOPER'S RIGHT & REPRESENTATION.

1. The Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to develop the said premises and construct the new building at the said premises in accordance with the new plan or plans as to be sanctioned by the Kharagpur Municipality and/ or by any other appropriate authority with or without any amendment and/ or modification in the manner stated above.

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2. The Owners hereby empowers and authorizes the Developer to do this project in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the Developer's Allocation through registered deeds and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the Developer's Allocation, to negotiate any matter for the said property etc. and for the same The Owners shall execute and register a separate General Power of Attorney in favour of the Developer and this power shall remain in force till the completion of registration only in respect of the Developer's Allocation in favour of the intending Purchasers.

E. Suguna

E. Ravi

E. Ramchandra Rao

3. All applications, plans and other papers and documents, as may be requires by the Developer for obtaining necessary sanction of plan/ revise plan from the Kharagpur Municipality, shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer, and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary, and the Developer shall pay and bear all fees charges and expenses as required to be paid of deposited for obtaining sanction of plan and development of the said premises including Architect's fees/ any other statutory fees etc. and the Owners shall have no responsibilities to bear any cost whatsoever.

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4. Save and except the Owners allotted portion, the Developer shall have full right to execute any agreement for sale in respect of the Developer's allocation. However, in the agreements for sale, this Development Agreement shall be recited and there shall also be a clause stating that the Owners shall not be responsible for any money received by the Developer either himself or through Power of Attorney pursuant to the Agreement for sale, as the same shall be realized by the Developer without reference to the Owners.

E. Suguna
E. Ravi
E. Ramchandra

5. The Developer shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a **G + 4** storied building thereon in accordance with the building plan to be sanctioned by the concerned Kharagpur Municipality.

6. That the Developer shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.

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ARTICLE- V

DEVELOPER'S OBLIGATIONS.

1. Immediately after the execution of this Agreement, the developer shall at its own cost and expenses prepare or cause to be prepared a plan for construction and erection of a new building at the said premises, and the Developer shall submit the same before the Kharagpur Municipality for sanction with prior consent of the Owners.
2. The Developer shall deliver to the Owners one copy each of all the sanctioned plans & drawings certified by the Developer to be true copy and also deliver to the Owners copies of all papers and documents that are to be submitted by the Developer to the Kharagpur Municipality or any other authority for the purpose of development and construction of the building. In the copy of the sanctioned plan Owners Allocation shall be demarcated in Red Color and Developer's Allocation shall be in Blue Color. The Developer shall take prior written consent in case of any deviation in the Owners Allocation or reduction of common areas by modification in the sanctioned plan or otherwise.
3. The Developer shall use and/ or cause to be used good building materials as shall be specified by the licensed building surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of Specification and the building rules regulations and/or order in force for the time being.

E. Suguna
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E. Ramchandra Rao

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Partners
E. Ramchandra Rao

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4. The building shall be erected, constructed and completed by the Developer as the specification provided in Second Schedule here-under written and all flat/ units as well as common areas and facilities shall consist of and be provided with such materials, fixtures, fittings and facilities, under any circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of erection, construction and completion of the said Owners allocated portion/ portions or for any part of the building, as the entire building as also the entire project shall be at the cost and expenses of the Developer.
5. The Developer shall construct and complete the Building under its direct supervision and control as per the sanctioned plan and with the best workmanship and like manner and shall comply with all statutory provisions, regulations, building rules and statutory stipulations from time to time to be imposed or as would be made applicable.
6. All costs, charges, fees levies, imposition, statutory payments, taxes and expenses of whatever name called for erections, construction and completion of the said building its materials, fittings and fixtures in all respect, including connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the respective unit Owners.
7. The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, workman, labors contractors and all permissions, license, quota as and other requirement for erections, construction

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E. Ramchandra Rao

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and completion of the building in totality. The Developer shall, at its own costs and expenses cause for progress of erection, construction and ultimate completion of the Building within the time specified hereinabove.

8. While dealing with and/ or entering into any Agreements and/ or dealing with commitments relating to the Developer's allocated portion or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirement under the law and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter.

E. Suguna
E. Ravi
E. Ramchandra Rao

9. In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever, including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any act of negligence or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/ or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, suits, claims, proceedings and consequences, prosecuted and compiled with and faced by the Developer at its own costs and expenses and the Developer shall keep the Owners indemnified from all or any loss, damages, cost and consequences, suffered or incurred there from.

SUGUNA CONSTRUCTION
E. Ravi Partners

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E. Suguna Partners
SUGUNA CONSTRUCTION
E. Ramchandra Rao Partners

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10. Notwithstanding anything contained or stated herein, all labors, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be employed by the Developer and the Owners shall not be responsible or liable for meeting any obligations in any manner whatsoever. In case the Owners becomes responsible or liable on any account relating to labor, workman, etc. Developer will indemnify/ reimburse the Owners there for.

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E. Ravi
E. Ramesh Chandra Rao

11. The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workman, supervisors, workers, labors, employees, architects and others by wherever he called or described, appointed, deputed or engaged or required or put on site for the erections, construction and completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon the Owners indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred there form.

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12. The Developer shall be duty bound to complete the Owners allocated portion in all respect with all fixtures fittings and installations including domestic water and sewerage, electricity connections as well as common areas and facilities and make the same fully habitable for use within the said **24 Months** from the date of sanction of the plan and also after taking vacant possession of the said premises from the date of sanction of the plan and also after taking

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vacant possession of the said premises from the Owners which ever will be later unless prevented by Force Majeure for which an additional period of **6 (Six) months** is allowed.

13. That the Developer shall make correspondence or negotiation or advertise for sale of the residential/ commercial units of developer allocation to any third part/ parties at such price to be determined by the Developer at its own discretion.

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ARTICLE- VI

OWNER'S OBLIGATIONS.

1. The Owners shall sign and execute all plans, drawings, specification, elevations, forms, applications and all other papers and verify and affirm required affidavits other declarations as may be required from time to time for all or any permissions, consent, sanction or licenses required under the law in connection with or relating to or arising out of construction, erection and completion of the said building or as may be required from time to time in accordance with law in order to expedite/ facilitate the process for obtaining necessary clearances with all spending cost involved whatsoever. In case any liability arises to the Owners on account of execution of such documents, the Developer shall sufficiently re-imburse and/ or indemnifies the Owners within one month from the knowledge of such.

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2. The Owners shall deliver vacant peaceful possession of the land/ premises to the Developer on signing of this agreement and prepare the Plan of the proposed building to be sanctioned by the Kharagpur municipality authorities.

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3. The Owners shall provide the Developer with appropriate Power of Attorney to develop the property, out of which one to be registered and another to be notarized, which relate to couple of interest and as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represents the Owners before all authorities concerned an to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses, and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricity or as may be required from time to time, in accordance with law concerning negotiations for transfer of flats to the intending purchasers thereof and all cost and expenses on that respect shall be born by the Developer and in this respect the Owners shall appoint **Mrs. EJJADA SUGUNA**, wife of **Mr. E. Ramana Rao, Partner of "SUGUNA CONSTRUCTION"**, the Developer herein, as their Attorney to do all the works at B.L. & L.R.O. Office, MKDA Office, WBSEDCL Office, Kharagpur Municipality Office etc. and do the all acts. deeds and things for completion of the newly proposed building at the aforesaid premises. it is clarified that the Owners will be obliged to transfer proportionate share of land to the intending purchasers.

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4. The Developer shall be entitled to transfer of Developer's Allocation but cannot give possession to any flat purchaser till full performance of the agreement on the part of the Developers is made and will give possession to the flats purchases only upon full completions of the Owners Allocation with the Occupancy Certificate.

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5. The Owners will not raise any objection for the ingress to and egress out from the premises and for the car parking spaces and for use of the common passage, common areas, staircase, roof, and all other common facilities by the Co-Owner of the proposed building.
6. The Owners will not enter into any contract for sale, lease or tenancy or any construction agreement of the land or the said premises or charges or in favor of or with any person or persons after execution of these presents.
7. The Owners will pay the proportionate maintenance charges, electricity charges for use of electricity for lighting of the common areas, for payment of the watch and wards staffs and other incidental relating to the benefits of the said new building and such charges will be mutually agreed upon until an association/ society is formed by all the Co-Owner of the flats/units in the new building.

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ARTICLE- VII

OTHER PROVISIONS.

1. in the event the Owners are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer. However to be more specific at Developer's cost the Owners shall be entitled to the items mentioned in the specification more fully described in the Second Schedule hereunder written along with other necessary amenities.

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2. The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common imposable and undivided whereas the Owners shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities as stated above. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law. The roof of the building will be common to all the Co-Owner of the flats/units.

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3. The Owners shall be entitled to deal with, sell, transfer and grant, lease and/or in any manner dispose of the Owners allocation for which no further consent of the Developer shall be required and the Owners will be entitled to receive, realized and collect all sale proceeds, issues and profits arising therefrom. The Developer shall be liable to deliver the allocation to the Owners or their transferee or nominee or nominees.

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4. The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owners unto and in favor of the Developer and/or its nominees in respect of and/or any part thereof shall be prepared by the Developer's Advocate and to be approved/ revised by the Owners and the Owners shall only execute indenture of Conveyance (s) unto and in favor of the Developer and/or its nominee or nominees at Developer's or nominees cost as the case may be subject to the terms and conditions

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