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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL Q.No. 2000827663<sup>T</sup> 927178  
/2021

### AGREEMENT FOR DEVELOPMENT

Is made on this 22<sup>nd</sup> day of April 2021 A.D

### BY AND BETWEEN AND AMONGST

1. SRI SHIVENDRA BIJOY MALLADEB, S/O – Lt. Raja Birendra Bijoy Malladeb, by faith Hindu, by Nationality - Indian, by Occupation – Social Works/Business, aged about 64 years, resident of Raj Palace, Old Jhargram within Jhargram Municipality, P.O + P.S + Dist- Jhargram, PIN – 721507, having his PAN NO AEIPM7823B, AADHAR NO 2440 8822 4514, Mob No 9434230941, hereinafter called to be one of the “LAND OWNER” and shall be referred as one of the part (which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes his legal heirs successors, survivors, legal representative and assignees as well)

AND

2. SRI JOYDEEP MALLADEB, S/O -Lt. Raja Birendra Bijoy Malladeb, by faith Hindu, by Nationality - Indian, by Occupation – Social Works/Business, aged about 59 years, resident of Raj Palace, Old Jhargram within Jhargram Municipality, P.O + P.S + Dist- Jhargram, PIN – 721507, having his PAN No. AEJPM4578G, AADHAR NO 6465 2692 8928, Mob No 9830761761, hereinafter called to be one of

MAA SAVITRI DEVELOPERS

*Sambhu Nath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Mycenko*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

Submitted to registration. The original document and the Endorsement sheet attached to this document are part of the document.

*Rabin Kumar San*  
Additional District Sub Registrar  
Sadar, Paschim Medinipur

22 APR 2021

22.04.21

*Shivendra Bijoy Malladeb*  
*Jaydeep Malladeb*

the "LAND OWNER" and shall be referred as one of the same part (which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes his legal heirs successors, survivors, legal representative and assignees as well)

AND

"MAA SAVITRI DEVELOPERS", PAN No. ABMFM2481Q, a partnership firm having its registered office is at 459P, Keranitala Mouza, Midnapore, Paschim Medinpur, PIN 721101 represented by its Partners.

1. **SRI SAMBHUNATH CHATTERJEE**, S/O – Lt. Joyhari Chatterjee, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 66 Years, having **PAN No:** ACTPC0768N, **AADHAR NO** 6419 6409 6817, **Mob No** 9434037681, resident of Raghunathpur, Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram

AND

2. **SRI SOMNATH CHATTERJEE**, S/O – Sri Sambhunath Chatterjee, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 39 years, having its **PAN No.** AFGPC7248P, **AADHAR NO** 4348 9199 4820, **Mob No** 9609676622, resident of Raghunathpur, Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram.

AND

3. **SRI MURARI LAL GOENKA**, S/O – Lt. Banwari Lal Goenka, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 66 years, having its **PAN No.** ADHPG7343L, **AADHAR NO** 5269 4755 6000, **Mob No** 9434005112, resident of Ghoradhora, Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram.

AND

4. **SRI SATISH KUMAR GOENKA**, S/O – Sri Murari Lal Goenka, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 30 years, having its **PAN No.** ASKPG2937J, **AADHAR NO** 6788 7188 0746, **Mob No** 8170050858, resident of Ghoradhora,

MAA SAVITRI DEVELOPERS

*Sambhunath Chatterjee*  
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MAA SAVITRI DEVELOPERS

*Mysenka*  
Partner

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*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

*Vopdya Mallick*

*Shivendra Bisoi Mallick*

Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram

**HERE IN AFTER** Called and referred to as **“THE DEVELOPER/PROMOTERS”** (which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law or otherwise, includes their heirs, successors, survivors, executors, legal representatives and assignees for the same) of the **OTHER PART**

**AND**

**WHEREAS, THE FIRST PART,** herein above in this agreement are the present legal and lawful absolute owner to the land admeasuring 0.4363 acre situated at Plot No : 194, 197 & 284 Pertaining to Khatian No : 1766 & 1767 of Mouza Keranitola, being J.L no. 171 under police station – Kotwali (Midnapur), within Midnapur municipality bearing Ward No – 7, holding no. 1162, in the district of Paschim Midnapur, have been maintaining their right, title and interest by exercising their possession, upon the said land on making payment of Taxes & Rates to the Municipal Authority for the said holding, becomes ceased to possess, as have here to delivered possession unto & in favor of the Partner of the ‘MAA SAVITRI DEVELOPERS’ THE OTHER PART herein above for the purpose of development and promoting the said land in creation of vested interest of the said DEVELOPERS/PROMOTERS for the purpose of Multi-Storied Building Complex both for Residential and for commercial purpose therein at the entire supervision and management by the aforesaid partners of MAA SAVITRI DEVELOPERS at their own capital investment and expenses for the same.

**AND**

**WHEREAS,** the FIRST PART being the legal & Lawful owner of the said land as specifically mentioned in the schedule “A” under this agreement for development, have hereto giving the said land unto and in favor of the partners of MAA SAVITRI DEVELOPERS for the development of the said land by way of constructional works of construction of multi-storied building complex both for residential purpose & for commercial purpose for profitable gain and substantial interest of the parties to this agreement.

MAA SAVITRI DEVELOPERS

*Lambhu Nath Chatterjee*  
Partner

**AND**

MAA SAVITRI DEVELOPERS

*Mysenka*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

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MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

*Vijaya Lakshmi*

*Shivendra Bijoy Mallik Deb*

**WHEREAS, THE OTHER PART,** the partnership firm, MAA SAVITRI DEVELOPERS represented by its partners as named above, devoted themselves with the said business of constructional works of construction of Multi-storied building complex as of developers/promoters having their goodwill and credential with the said business, above all knowing their loyalty and honesty the FIRST PART, being the owners of their land as specifically mentioned in the schedule "A" under this agreement, approached their ut-most desire to put their said land for development on promoting by the developer/promoter and intending out of their said desirous made alliance and negotiated with the OTHER PART, to which the partners of the MAA SAVITRI DEVELOPERS, the partnership firm, represented by their partners agreed to the said proposal of the FIRST PART and in pursuance to the proposal and acceptance thereto, the OTHER PART, the partner of MAA SAVITRI DEVELOPERS, have got the said land for such development from the FIRST PART and going to construct the multi-storied building complex being the vested – interest in persons to the said land and such development of land by way of constructional works of construction would be taken by the OTHER PART in accordance with the plan sanctioned by the Municipal Authority of Midnapur by observing other rules and Regulations there with as provided under the **WBHIRA Act, 2017 and any amendment** thereafter, on the terms & conditions as herein after contained and should be bound to obey the Rules, under the said Regulation time being in force.

*Jaydeep Malladeb*

NOW THIS AGREEMENT FOR CREATION OF VESTED INTEREST, UPON THE LAND UNDER AGREEMENT BY CONSTRUCTION OF MULTI- STORIED BUILDING COMPLEX BY THE DEVELOPER/PROMOTER WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO on the following terms and conditions.

*Shivendra Bijoy Malladeb*

**ARTICLE- I : DEFINITIONS**

1.1 **OWNER:-** Shall mean Sri Shivendra Bijoy Malladeb and Joydeep Malladeb, both S/O – Lt.Raja Birendra Bijoy Malladeb, Residing at Raj Palace, Old Jhargram within Jhargram Municipality, P.O + P.S –

MAA SAVITRI DEVELOPERS  
*Sambhu Nath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS  
*Mysenka*  
Partner

MAA SAVITRI DEVELOPERS  
*Somnath Chatterjee*  
Partner

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MAA SAVITRI DEVELOPERS  
*Satish Kr. Goenka*  
Partner

Jhargram, Dist –Jhargram and their legal heirs, successors and survivors & executors, administrator, legal representatives and assigns.

- 1.2 **DEVELOPERS:-** Shall mean “MAA SAVITRI DEVELOPERS” Represented by its partners 1) Sri Sambhunath Chatterjee, S/O – Lt. Joyhari Chatterjee 2) Sri Somnath Chatterjee, S/O – Sri Sambhunath Chatterjee both are the resident of Raghunathpur, Jhargram, P.O + P.S – Jhargram, District – Jhargram and include their heirs, successors, executors, legal representative and assignees and 3) Sri Murari Lal Goenka, S/O –Lt. Banowari Lal Goenka 4) Sri Satish Kumar Goenka, S/O – Sri Murari Lal Goenka, both are the resident of Ghoradhara, Jhargram, P.O + P.S – Jhargram, District - Jhargram and include their heirs, successors, executors, legal representative and assignees
- 1.3 **TITLE DEEDS:-** Shall mean all the original deeds, documents & court’s Affidavit, Municipality Holding relating to the said landed property as of Raiyati land free from all encumbrances having their good title.
- 1.4 **LANDED PROPERTY PREMISES:-** Shall mean **ALL THAT** piece and parcel of the land measuring an area 0.4363 acre situated at Plot No : 194, 197 & 284 Pertaining to Khatian No : 1766 & 1767 of Mouza Keranitola, being J.L no. 171 under police station – Kotwali (Midnapur), within Midnapur municipality bearing holding no. 1162, Word No – 7, in the district of Paschim Midnapur mentioned in the schedule property herein after written, together with all right of easements, common facilities and amenities annexed thereto, which has been specifically mentioned in Schedule “A” hereunder.
- 1.5 **PROJECT:-** Shall mean the development of land by constructions of the proposed multi-storied building or upto any story/stories, for selling of the Flat (Unit)/Shop of the building, as envisaged hereunder either for commercial or for residential purpose by the developer at his own cost, expenses, endeavour, management and workmanship

MAA SAVITRI DEVELOPERS

*Sambhunath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Mysanku*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

*Rajendra Mallik*

*Shivender Bijoy Malla Deb*

- 1.6 **BUILDING:-** Shall mean building/s to be constructed on the said landed property as per sanctioned plan by the Midnapur Municipality as far as permissible thereto
- 1.7 **OWNER'S ALLOCATION:-** Shall mean and has been mentioned in the Schedule "B" hereunder i.e. 30% of the amount out of the Sale Proceed would be paid by the intending purchaser /Purchasers of the flat/unit
- 1.8 **DEVELOPERS ALLOCATION:-** Shall mean and has been mentioned in the schedule "B" hereunder i.e 70% of the amount out of the consideration money would be paid by the intending purchaser/purchasers of the flat/units
- 1.9 **COMMON FACILITES & AMENITIES:-** Shall include path and passage within the landed property, stair ways, passage way, pump space, overhead water tank, roof, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and /or management of the building and land there under or mutually agreed upon by the owners of units/floors/flats/spaces which has been specifically been described in the schedule "C" hereunder upon which land owners shall no longer related with the same and should not prefer any claim thereto.
- 1.10 **SUPER BUILTUP AREA:-** Shall mean units/ floors/ flats / lift area / spaces, in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.11 **COMMON EXPENSES:-** Shall mean and include the purpose of maintaining the said landed property and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the developer, the owners of the flat /units their nominees including the including Purchaser/s and the common use and enjoyment thereof, which has specifically been mentioned in the Schedule "D" hereunder.

*Midnapur Municipality*

*Shri Venkatesh Bajaj Mallick Doh*

MAA SAVITRI DEVELOPERS

*Jankhna Nath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Mysenka*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka.*  
Partner

- 1.12 **THE ARCHITECT:-** Shall mean a company or person, who will be appointed /has been appointed by the Developer and shall design and plan the building on the said landed property and obtain the required sanction for construction of such building from the appropriate authorities and such power to give appointment shall remain vested with the partners "MAA SAVITRI DEVELOPERS"
- 1.13 **BUILDING PLAN:-** Shall mean plan prepared by the Architect for the construction of the building and sanctioned by Midnapur Municipality and /or any other competent authorities as the case may be applicable time to time will be in force under the land thereto.
- 1.14 **TRANSFEROR :-** Shall mean the MAA SAVITRI DEVELOPERS and THE LAND OWNERS who intends to sell the flats and allot to them respectively, to the intending buyer/ buyers together with undivided proportionate share of the land and right to use the common space in the proposed multistoried building and the deed/deeds of sale be executed by the partners / their attorney holder in favor of intending purchaser/purchasers.
- 1.15 **TRANSFeree :-** Shall mean the person, firm, limited company or an Association or persons to whom units/flats/floors/spaces/car parking spaces in the building has been transferred.
- 1.16 **TRANSFER:-** Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting, what is legally a transfer of flats, car parking space in the proposed multistoried building to purchasers thereof and such transfer shall remain validates and effective made by the vested interest persons i.e developers.

## ARTICLE-II COMMENCEMENT

- 2.1 This agreement shall be deemed to have commenced with effect from the date of execution thereof and shall remain in force till the disposal of all the units and shall be binding upon the parties

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*Mycenko*  
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*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

Topur Mallab

Shivendra Bijoy Mallick Deb

includes the legal heirs, successors, survivors, and representatives of the parties to this agreement for development.

**ARTICLE – III OWNER’S RIGHT & REPRESENTATION**

- 3.1 The owner hereto absolutely seized and possessed of and /or well and sufficient entitled to 'ALL THAT' piece and parcel of land, which has been specifically described in the schedule "A" hereunder together with all right of easements, common facilities and amenities annexed thereto.
- 3.2 Save & Except the Owners, nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of the said landed property and delivery of peaceful possession of said land handed over to the developers/partners for creation of vested interest thereof in view of section 19 of the transfer of property Act.
- 3.3 The said landed property is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever and the owner declares that no notice from the government or any local body or authority including the Municipality has been received by or served upon the owner or any person interested in the said property.
- 3.4 Since execution of this agreement, if any litigation /dispute arise regarding any right, title and interest in respect of the said landed property, then the owners shall be liable for the defending same and it will be the responsibility of the owners to sort out the litigation at their own arrangement and expenses within the tenure of ongoing constructional works of construction but since thereafter, every liabilities and responsibilities to resolve the dispute and problems shall be divested upon the developer/promoter being vested interest person.
- 3.5 The owner further agree and undertake to indemnify and compensate the builder/developer/ promoter for any loss or liabilities that the builder may incur by reason of any declaration or representation of the owners being found to be incorrect or invalid

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*Shivcha Bijay Mall De*

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Partner

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*Mysenka*

Partner

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*Somnath Chatterjee*

Partner

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MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*

Partner



or untenable at any point of time particularly in respect of constructional works of construction of multistoried building complex thereon.

- 3.6 The owner will be liable for any GST, Income Tax or any other tax liability arising out of the portion of land owners share shall be on the part of the FAST PART and TDS shall be deducted as applicable.
- 3.7 The owner mutated their names in the records of the Midnapur Municipality and Government Records.
- 3.8 The said landed property is not subject to any notice or acquisition or requisition and not been vested to the state authority and not been diverted to be endowment property.
- 3.9 The owner is giving liberty to the Developer to construct / erect the building complex upon the said landed property, which has been specifically described in the Schedule "A" hereunder together with all right of easement, common facilities and amenities annexed thereto and the delivery of possession already made over to developer/promoters with every right to dealing with said land.
- 3.10 The owner have here to hand over possession of the said landed property to the Developer for construction of the proposed building in accordance with the sanction plans, already sanctioned/ or to be sanctioned by Midnapur Municipality on execution of this development agreement and the owners shall/will also help and assist the Developer in this regard and shall no longer raised any objection for the same.
- 3.11 The Developer has liberty to extension of floors of the multistoried building, after getting proper sanction/ permission of the Midnapur Municipality and the competent authority and to erect/construct the said floors in accordance with the modified sanctioned building plan by concerned authority, In that event the land owners shall co-operate with the Developer for the purpose of construction / development / erection of the said extension of floors of the multistoried building in all respects. The owners shall not claim/ be eligible for any share in the extended floor save and except the allocation specifically mentioned in the schedule "B"

*Vedupala Nadis*

*Shivshree Prityoj Mallick Deb*

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Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*

Partner

MAA SAVITRI DEVELOPERS

*Mysenbo*

Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*

Partner

hereunder, for preferring their claims extent to 30% of amount out of consideration money for the same be paid.

#### ARTICLE- IV: DEVELOPER'S RIGHTS

- 4.1 The Revenue accruing from the sale of the units of the self-contained portion in the project shall be shared between the Land Owner and the Developer in the ratio of 30% of the RP Revenue to the Land Owners and 70% of the RP Revenue to the Developer.
- 4.2 The RP Revenue will be deposited into a common escrow account and the same shall be distributed between the Land Owner and The Developer in accordance with the above ratio.
- 4.3 The owners hereby grant exclusive right to the Developer to develop the said landed property by way of constructing multistoried building complex thereon in accordance with the building plan, already sanctioned / or to be sanctioned by Midnapur Municipality with or without any amended and /or modification thereto made or caused to be made by the parties thereto.
- 4.4 The Developer shall pay and bear all expenses towards sanction of plan, building material. Lawyer, fees and all constructional charges of the new building and to complete it in all respects at its own costs or the cost of the intending purchaser or purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said landed property.
- 4.5 It is made clear that save and except the share of the owners @30% of amount from sale proceed building as mentioned in the schedule "B".
- 4.6 The Developer shall have right to publish advertisement or hoarding at any place or the site to draw the attention of the prospective buyers of the units / floors/ flats /car parking spaces/spaces of the proposed building at their own choice.

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Partner

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*Mysenka*  
Partner

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*Somnath Chatterjee*  
Partner

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MAA SAVITRI DEVELOPERS

*Satish Kr. Gopenka*  
Partner

*Vedant Mallick*

*Shivendra Prasad Mallick*

ARTICLE – V CONSIDERATION

- 5.1 In Consideration of the Agreement, the owners have agreed to grant exclusive right of development of the said landed property to the Developer. In lieu of the said landed property, the developer agrees and /or undertakes to give 30% amount of money value out of consideration money from sale of Flats/units building, already sanctioned by Midnapur Municipality.
- 5.2 The Developer will be entitled to get to an amount of 70% of the consideration money of the flat/units, as of sale proceed be paid by the intending purchaser/purchasers which has been specifically mentioned in the schedule "B" hereunder written.

Tapur Mallak

ARTICLE-VI POSSESSION

- 6.1 The owners shall make over possession of the said landed property on the date of execution of this development agreement. The owners shall give free quiet, peaceful and unencumbered possession of the land to the developer simultaneously.

ARTICLE – VII : PROCEDURE

- 7.1 The owners shall also grant proper authority to the Developer and /or their nominee or nominees by giving a registered General Power of Attorney, may be required by the Developer for the purpose of selling out the undivided proportionate share of the land to the intending purchasers through deed of conveyance/s and agreement for sale/s, sign and execute all necessary papers, deeds, documents, plans etc. for the purpose of development of the said landed property and represent the owners for all purpose in connection with appropriate works before the appropriate authorities provided, however the same shall not create financial liabilities upon the owners for the said proposed building be it mentioned herein, that separate registered power of attorney need ~~not~~ require for the promoter/developer for transfer the

Shivendu Prjit Malle Deb

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Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*

Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Groenka*

Partner

flats/units of the said building complex and for the purpose of execution of sale deed / deeds for the same.

- 7.2 Apart from the registered General Power of Attorney, the owners do hereby undertake that they shall execute as and when necessary, all papers, deeds, documents, plans etc. for the purpose of development of the said landed property, if necessary but in respect of transfer of intending purchaser / purchasers, registered power of attorney need not require for the purpose of execution of presentation of sale deed/deeds.
- 7.3 The owners shall also retain original title deeds and other documents relating to the title of the said landed property in their custody properly during the period of construction upon the landed property and also till the completion and transfer of the proposed multistoried building. The owners shall also cooperate with the developer in the event of requirement of any original documents relating to the title of the said landed property and shall be bound to produce any of original documents relating to the title of the said landed property before any authority concern, if required for development of the landed property. The owners shall/will hand over all original title deeds, and other documents relating to the title of the said landed property to the developer or to the association of owners of the proposed multistoried building on completion of transfer with entirety of the building complex.

*Vijayalakshmi*

**ARTICLE -VIII: DEALINGS OF SPACES IN THE BUILDING**

- 8.1 The developer shall on completion of the building/s in the proposed new building as per this agreement and thereafter the developer shall transfer to the purchaser/s at their choice and wish at a valuable consideration.
- 8.2 The Owners shall have no right, title interest and/or authority to deal with any portion of the proposed building for transfer to intending purchaser/purchasers such right to transfer absolutely vested upon the developer/promoter.

*Shivendu Prity Wally Deb*

MAA SAVITRI DEVELOPERS

*Sanjib Nath Chatterjee*

Partner

MAA SAVITRI DEVELOPERS

*Mycenko*

Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*

Partner

MAA SAVITRI DEVELOPERS

*Satish Kiri Goenka.*

Partner

- 8.3 Save & except the 30% of the total amount of the consideration money of the owners mentioned in the schedule "B" the total constructed area, will be the exclusive developer's vested interest property with the exclusive right to dispose-off the same in any manner whatsoever.
- 8.4 The Developer, being the party of the other part and having effectual right becomes vested interest person shall be at liberty with exclusive right and authority to negotiate for sale of units/ floors/ flats /car parking space/spaces together with proportionate share of land as mentioned herein before of the said proposed building/s on the said landed property with any prospective buyer/s at any time after execution of this agreement at such consideration and on such terms and conditions as the developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the developer and the owners herein will have right and share and will be entitled to get an amount of 30% there from immediately on payment by the intending purchaser/purchasers.
- 8.5 The Developer shall be entitled to enter into agreement for sale or transfer in respect of flats/units on the basis of this agreement for development of land of the owners. However, that such dealing shall not in manner fasten or creates any financial and legal liability upon the owners. The developer <sup>and Land Owner</sup> would be entitled to handover possession such flat/units and /or execute and register the deed of conveyance to the intending purchaser and /or nominee selected by partners of MAA SAVITRI DEVELOPERS.
- 8.6 The costs of Agreement for sale, Deed of Conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser / purchasers.

Vijay Mallik

Shivendra Prasad Mallik

**MAA SAVITRI DEVELOPERS**  
*Jambhru Nath Chatterjee*  
 Partner

**MAA SAVITRI DEVELOPERS**  
*Mysenka*  
 Partner

**MAA SAVITRI DEVELOPERS**  
*Somnath Chatterjee*  
 Partner

**MAA SAVITRI DEVELOPERS**  
*Satish Kr. Grewal*  
 Partner

**ARTICLE – IX: BUILDINGS**

- 9.1 The Developer shall install and erect in the said Building at the Developers own costs, standard new pump set, overhead reservoir, electric wiring fittings, lift and other facilities as are required to be provided in a building having self-contained units/floors/flats/car Parking space/ Spaces/ Lift area and constructed for sale of units/ floors/flats/car parking space/lift area/ spaces herein on ownership basis.

Veduphalakut

**ARTICLE – X : COMMON FACILITIES**

- 10.1 The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful Khas Possession of the landed property to the developer.
- 10.2 The owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approval plan.
- 10.3 Both the Developer and Owners herein shall enjoy their respective shares of amount to the ratio of 70% and 30% out of total amount of consideration money in the said building forever with absolute right of alteration, transfer, gift, etc and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances for disposal of said flat/units by the developer/promoter

Shivendu Biraj Mall Deb

**ARTICLE XI: COMMON RESTRCITION**

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

- 11.1 Neither party shall use or permit to the use of the respective flats/units in the building or any portion thereof for carrying on

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*Satish Kr. Goenka*  
Partner

any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- 11.2 Neither party shall demolish or permit demolition of any wall or other structure in their respective portion or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3 The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.
- 11.4 Both parties shall abide by all law, bye laws, rules and regulations of the Government, statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws bye-laws, rules and regulations.
- 11.5 No goods or other items shall be kept by the purchaser for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 11.6 None of the purchaser shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors and any other portion or portion of the building.
- 11.7 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's flats/units and each party thereof for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and /or for the purpose of pulling down maintenance repairing and testing drains, gas and water pipes and electric wires and for any similar purpose.

Vijayalakshmi

Shivendra Raju Malle Reddy

MAA SAVITRI DEVELOPERS

*Sambhu Nath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Mysanku*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

## ARTICLE – XII : OWNER'S OBLIGATIONS

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

MAA SAVITRI DEVELOPERS

*Lambhu math Chatterji*  
Partner

MAA SAVITRI DEVELOPERS

*Mysenka*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

*Vandana Malhotra*

*Shivendra Prasad Malhotra*



- 12.6 The owner hereto without being influenced or provoked by anybody to hereby categorically states that the developer starts the construction of the said proposed building exclusively at his own cost arrangement and risk in as much as without having any financial participation and /or involvement on the part of the owner hereto, owner henceforth for all times to come shall not raise any claim and /or press for any extra benefits and /or amount in terms of the general power of attorney, although otherwise mentioned thereof and the Developer shall be a liberty to receive any amount from any purchaser/purchasers in their own names and to appropriate the said sale proceeds of the units/flats/floors/spaces of the said building/s at his sole discretion without having any attachment and /or share thereon of the owners hereto save & except their preferential rights of 30% claim to the amount from the same.
- 12.7 The owner do hereby agree with the Developer that if any disputes and /or litigation arise in respect of the said landed property, during the period of agreement, the time for completion of construction of the building should be extended accordingly and the construction works will remain suspended till the dispute and/or litigation is sorted out.

Vijayalakshmi

**ARTICLE – XIII : DEVELOPERS OBLIGATIONS**

- 13.1 The Developer hereby agrees and covenants with the owners shall be entitled to get an amount of 30% of the money out from the consideration money and developers should bound to make payment such 30% amount against which grant a receipt thereof by the owners acknowledge the same.
- 13.2 The Developer hereby agrees covenants with the owners not to violate or contravenes any of the provisions of rules applicable to the construction of the said building.
- 13.3 The Developer shall obtain completion certificate from Midnapur Municipality if applicable within 3(three) months from the date of handing over the possession of the flats & units unto purchaser/Purchasers.

Shri. Venkatesh Bijoy - Halls PEB

MAA SAVITRI DEVELOPERS

*Sambhu Nath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Mysenka*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka.*  
Partner

- 13.4 The developer at its own cost and expenses shall construct the proposed multistoried building on the said landed property mentioned in the schedule "A" after demolishing the existing building or obstruction.

**ARTICLE – XIV : OWNER'S INDEMNITY**

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

**ARTICLE – XV : DEVELOPER'S INDEMNITY**

- 15.1 The Developer hereby undertake to keep the owners indemnity against all third party claim and actions arising out of the any sort of act or accident or omission or commission of the developer in relation to the making of construction of the said building/s.
- 15.2 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the constructional works of building complex with regard to the development of the said landed property and/or in the matter of construction of the said building and/or for any defect therein.

**ARTICLE – XVI : MISCELLANEOUS**

- 16.1 The owners and the developer have entered into the agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations between the Owners and the Developer.
- 16.2 After taking possession of the said landed property and obtaining sanction plan, the Developer shall be entitled to start construction of the said building at the said landed property in accordance with the sanctioned building plan.

MAA SAVITRI DEVELOPERS

*Ambar Nath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Mysenka*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*  
Partner

*Vaidya Malladi*

*Mulla Deb  
Shrivastha Rishi*

- 16.3 As and from the date of completion of the building the Developer and/or its transferees and or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces /flats/units.

**ARTICLE – XVII : JOINT RESPONSIBILITY**

- 17.1 The owners shall executed and register a General Power of Attorney in favor of the Developer although need ~~not~~ lawfully required in furtherance of this agreement for doing act, deeds and things to be mentioned therein including selling out the flats/ units and execution and registration of the deed of conveyance and construct the building as per sanction plan.
- 17.2 The owners and the Developer or their nominees shall form an association for maintenance and management of the proposed building till the disposal of the entire building complex/flats & units therein.

**ARTICLE – XVIII: ARBITRATION**

- 18.1 In case of any dispute between Land Owner and Developer Arbitrator will be appointed on mutual consent.

**ARTICLE – XIX : FORCE MAJEURE**

- 19.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the “**FORCE MAJEURE**” and shall be suspended from the obligation during the duration of the force majeure.
- 19.2 “*Force Majeure*” shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances and/or any other acts or commission beyond the control of the parties hereto.

**ARTICLE- XX : JURISDICTION**

- 20.1 The courts (Civil & Criminal) of Midnapore shall have the Jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties thereto, if not been prohibited by any other special statute for the same.

MAA SAVITRI DEVELOPERS

*Jambun Natakhattry*  
Partner

MAA SAVITRI DEVELOPERS

*Mjeenkho*  
Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*  
Partner

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MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka.*  
Partner

*Vandana Malhotra*

*Shevcha Biry Halls Deb*

**ARTICLE – XXI : GENERAL CONDITION**

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

**THE SCHEDULE “A” ABOVE REFERRED TO**

*(Description of the said landed property)*

ALL THAT piece and parcel of the Land measuring an area 0.4363 acre situated at Plot No : 194, 197 & 284 Pertaining to Khatian No : 1766 & 1767 of Mouza Keranitola, being J.L no. 171 under police station – Kotwali (Midnapur), within Midnapur municipality bearing Ward No 7, holding no. 1162, in the district of Paschim Midnapur, together with all right of easements, common facilities and amenities annexed thereto.

The above three plots butted and boundary by :

- TO THE NORTH : Government Road (20')
- TO THE SHOUTH : Residential Building of Hrishikesh Das & Late Dilip Saha
- TO THE EAST : Residential Building of Prafulla Bhowmik & Indrajit Saha
- TO THE WEST : Government Road (30')

Plot No:- 284 40.26 Dec 197 - 2.48 Dec 194 0.89 Dec 197

A Sketch map enclosed herewith in a separate page, which shows the exact location of the schedule property and it will be the part of this agreement.

MAA SAVITRI DEVELOPERS

*Jambhuna Nath Chatterjee*

Partner

MAA SAVITRI DEVELOPERS

*Mysenka*

Partner

MAA SAVITRI DEVELOPERS

*Somnath Chatterjee*

Partner

MAA SAVITRI DEVELOPERS

*Satish Kr. Goenka*

Partner

*Tapan Mallick*

*Shevendra Prasad Mishra Deb*

**THE SCHEDULE "B" ABOVE REFERRED TO**

*(Owner's & Developer's Allocation)*

On completion of the proposed building/s in the said landed property, in all respect by the Developer at its own cost and expenses, in lieu of the land of the said landed property, the Developer shall be bound to pay an amount of 30% money to the land owners from the total sale proceed as of consideration money would have been paid by the purchaser /purchasers of flat/unit within the said multistoried building complex.

Save & Except Owners shall be entitle to get 30% of amount of total value of consideration money the developer is entitled to get the portion of sale proceeds of the proposed building, together with all easement rights, facilities and amenities annexed to the proposed building along with undivided impartibly proportionate share of the land underneath as per sanctioned plan by the Municipal authority.

*Saydusallah*

**THE SCHEDULE "C" ABOVE REFERRED TO**

*(Common Facilities and Amenities)*

1. Entrance and Exits to the said landed property and the proposed building/s
2. Boundary Walls and main gate of the said landed property and proposed building/s
3. Roof Top of the proposed building/s and parapet walls in roof.
4. Drainage and Sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use)
5. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings, (Excluding only those as are to be installed within the exclusive area of any flat and/or exclusively for its use)
6. Staircase and staircase landings, lobbies on all the floors, Entrance lobby, etc.

*Shivachha Prigga Malik Desh*

**MAA SAVITRI DEVELOPERS**

*Jambhwar Math Chatterjee*

Partner

**MAA SAVITRI DEVELOPERS**

*Myaenka*

Partner

**MAA SAVITRI DEVELOPERS**

*Somnath Chatterjee*

Partner

**MAA SAVITRI DEVELOPERS**

*Satish Kr. Groenka*

Partner