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पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

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Additional District Sub-Registrar
Coochbehar, Dist. Litem, 24-Pgs. (N.Y.S.)

DEVELOPMENT AGREEMENT

25 JAN 2017

THIS DEVELOPMENT AGREEMENT is made this the 25th day of
January, **TWO THOUSAND SEVENTEEN (2017)**;

BETWEEN

(1) **SMT. GITA MITRA**, having PAN - DFKPM2036G, wife of Sri Sankar Kumar Mitra and (2) **SMT. GAYATRI SARKAR**, having PAN - HAVPS0387C, wife of Sri Indraneel Sarkar, both by Nationality Indian, both by Religion Hindu, both by occupation Housewife, both residing at 21, School Road, Nalta, P.O. Kumarpara, P.S. Dum Dum, Kolkata-700 028, in the District of North 24-Parganas, hereinafter jointly referred to as the **OWNERS** (which such term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

A N D

PIONEER DEVELOPER, a Proprietorship concern, having its Office at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, represented by its Sole Proprietor, namely **SRI JOY GOPAL NASKAR**, having **PAN - ADQPN7880A**, son of Late Prafulla Kumar Naskar, by Nationality Indian, by religion Hindu, by occupation Business, residing at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, hereinafter referred to as the **DEVELOPER** (which such term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**

WHEREAS one Jagannath Tewari, Raghunath Tewari, Ramnath Tewari, Ganapati Tewari and Smt. Bhagabati Devi were jointly absolutely seized and possessed of or otherwise well and sufficiently be entitled to **ALL THAT** a piece and parcel of land measuring about 102 Decimals of land, lying and situated at and comprised of Dag Nos.483, 489, 493, under Khatian No.122, Mouza Sultanpur, Touzi No.172, P.S. Dum Dum, in the District of 24-Parganas, presently North 24-Parganas.

AND WHEREAS while in such joint user and enjoyment and for their better user and enjoyment, they amicably partitioned the aforesaid property by metes and bounds by Deed of Partition dated 16.01.1934 and by virtue of the aforesaid partition, a piece and parcel of land measuring about 85 Decimals of land, lying at Dag No.493 was allotted to said Raghunath Tewari and after obtaining the aforesaid land by the aforesaid Deed of Partition, the said Raghunath Tewari sold and conveyed the aforesaid land measuring about 85 Decimals to one British India Machineries Limited, a Company registered under

the Indian Companies Act, having its registered Office at 3A, Tipu Sultan Road, Calcutta - 26, represented by (1) Sri Bhabasindhu Laskar and (2) Sitanath Mondal, by a Deed of Conveyance dated 20.01.1947 and after obtaining the aforesaid land, the said Company had divided the said land into several small plots and declared for sale the same and accordingly a Deed of Conveyance dated 06.11.1954 was executed by and between the said British India Machineries Limited Company, represented by (1) Sri Bhabasindhu Laskar and (2) Sitanath Mondal, as the Seller (Bikreta) and one Sri Sudhir Kumar Mitra, son of Late Rasik Lal Mitra, as the Purchaser (Crata), by the aforesaid Deed the said British India Machineries Limited sold and conveyed a plot of land out of the said plots, being Plot No.8 land measuring about 6 Cottahs 9 Chittacks, be the same a little more or less, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.148, Touzi No.172, P.S. Dum Dum, in the District of 24-Paganas, registered at the Office of the District Registrar at Alipore, recorded in Book No. I, Volume No.96, Pages 115 to 120, Being No. 3993, for the year 1954.

AND WHEREAS after the aforesaid purchase the said Sri Sudhir Kumar Mitra continued to use and enjoy the same in peaceful possession and free from all encumbrances by making construction of a Two building on a portion of the said land and resides there with his family.

AND WHEREAS while in such user and enjoyment, the said Sudhir Kumar Mitra died intestate on 16.02.1972 leaving behind him his surviving only son, namely Sri Sankar Kumar Mitra and 3 (Three) daughters, namely (1) Smt. Namita Bishnu, (2) Smt. Gouri Kar and (3) Smt. Sipra Guha, as his heir and heiresses and legal representatives, who on such death jointly became the absolute

Owners in respect of the aforesaid property/premises by way of inheritance as per provisions of Hindu Succession Act, 1956 and continued to use and enjoy the same in peaceful possession and free from all encumbrances as the Co-owners undivided 1/4th share each.

AND WHEREAS while in such user and enjoyment, the said (1) Smt. Namita Bishnu, wife of Sri Mrinal Kanti Bishnu and (2) Smt. Sipra Guha, wife of Sri Amal Kumar Guha, jointly gifted their undivided ½ (Half) share (1/4th share each) of the said property/premises, being land measuring about 3 Cottahs 4 Chittacks 22.5 Square Feet, be the same a little more or less together with partly Two storied building standing thereon, covering an area of total 769 Square Feet, more or less along with one tile shed structure covering an area of 210.5 Square Feet, more or less, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, Nalta, P.S. Dum Dum, Kolkata - 700 028, under Ward No.7, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to their aforesaid brother Sri Sankar Kumar Mitra, son of Late Sudhir Kumar Mitra, by a Deed of Gift written in Bengali language dated 27.12.2000, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No.1, Pages 209 to 214, Being No.26, for the year 2001.

AND WHEREAS thereafter the said Smt. Gouri Kar, wife of Sri Gopal Chandra Kar, gifted her undivided 1/4th share of the said property/premises, being land measuring about 1 Cottah 10 Chittacks 11.25 Square Feet, be the same a little more or less together with partly two storied building standing thereon, covering an area of total 384.5 Square Feet, more or less, lying and situated at

and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, Nalta, P.S. Dum Dum, Kolkata - 700 028, under Ward No.7, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to her aforesaid brother Sri Sankar Kumar Mitra, son of Late Sudhir Kumar Mitra, by a Deed of Gift written in Bengali language dated 14.12.2004, but registered on 16.12.2004 at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No.2, Pages 11 to 18, Being No.30, for the year 2005.

AND WHEREAS thus by virtue of inheritance and the aforesaid two Deeds of Gift, the said Sri Sankar Kumar Mitra became the absolute Owner in respect of **ALL THAT** the aforesaid entire Premises, being Premises No.21, School Road, Nalta, covering the land measuring about 6 (Six) Cottahs 9 (Nine) Chittacks, be the same a little more or less together with one two storied Building standing thereon, covering a total area of 1538 Square Feet, more or less along with one tile shed structure, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, P.S. Dum Dum, Kolkata - 700 028, under Ward No.7, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas, and continued to use and enjoy the same in peaceful possession and free from all encumbrances by mutating his name in respect thereof with the Office of the said Dum Dum Municipality and paying the taxes thereon. The present Holding No.69, under Ward No.7.

AND WHEREAS while in such user and enjoyment, a Deed of Gift written in Bengali language dated 27.02.2015 was executed by and between the said Sri Sankar Kumar Mitra, as the Data (Donor)

and (1) Smt. Gita Mitra, wife of Sri Sankar Kumar Mitra and (2) Smt. Gayatri Sarkar, wife of Sri Indraneel Sarkar, as the Grahita (Donees), registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, CD Volume No.7, Page from 9094 to 9105, Being No.02886, for the year 2015, by the aforesaid Gift Deed, the said Sri Sankar Kumar Mitra gifted a portion from his aforesaid premises, being land measuring about 4 Cottahs 1 Chittack 22 Square Feet, more or less together with 300 Square Feet, more or less Tile shed construction/building standing thereon, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, Nalta, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to his said wife Smt. Gita Mitra and daughter Smt. Gayatri Sarkar.

AND WHEREAS by the aforesaid Deed of Gift, the said (1) Smt. Gita Mitra and (2) Smt. Gayatri Sarkar jointly became the absolute Owners in respect of the aforesaid part premises, covering the land measuring about 4 Cottahs 1 Chittack 22 Square Feet, more or less and continued to use and enjoy the same in peaceful possession and free from all encumbrances by mutating their respective names in respect thereof with the Office of the Dum Dum Municipality and paying the taxes thereon. On such mutation the said Municipal authority has allotted a new Holding number, being Holding No.69/1, Nalta School Road, under **Ward No.7**.

AND WHEREAS after the aforesaid gift, the remaining portion of the aforesaid premises, being land measuring about 2 Cottahs 8 Chittacks 22 Square Feet, be the same a little more or less together the aforesaid two storied building standing thereon, more fully

described in the **Schedule - "A"** hereinafter written, remained with the possession of the Sri Sankar Kumar Mitra, being the Donor herein, and continued to use and enjoy the same in peaceful possession and free from all encumbrances.

AND WHEREAS while in such user and enjoyment in respect of the aforesaid remaining portion of the aforesaid premises, another Deed of Gift dated 30th December, 2016 was executed by and between the said Sri Sankar Kumar Mitra, as the Donor of the FIRST PART and said (1) Smt. Gita Mitra, wife of Sri Sankar Kumar Mitra and (2) Smt. Gayatri Sarkar, wife of Sri Indraneel Sarkar, as the Donees of the OTHER PART, registered on 2nd January, 2017 at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, CD Volume No.1506-2017, Page from 1857 to 1876, Being No.150600028, for the year 2017, by the aforesaid Gift Deed, the said Sri Sankar Kumar Mitra further gifted a portion of appertaining land of the said premises, being land measuring about **15 Chittacks 15 Square Feet**, be the same a little more or less, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, part of Holding No.69, Nalta, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to his said wife Smt. Gita Mitra and his said daughter Smt. Gayatri Sarkar.

AND WHEREAS thus by virtue of the aforesaid two Deed of Gift, the Owners herein became the absolute Owners in respect of total land measuring about **5 (Five) Cottahs 37 (Thirty Seven) Square Feet**, be the same a little more or less together with 300 Square Feet, more or less Tile shed construction/building standing thereon and

continued to use and enjoy the same in peaceful possession and free from all encumbrances.

AND WHEREAS while in such user and enjoyment in respect of the aforesaid total land measuring about **5 (Five) Cottahs 37 (Thirty Seven) Square Feet**, be the same a little more or less together with 300 Square Feet, more or less Tile shed construction/building standing thereon, the Owners herein are being desirous of developing the said land/premises by making construction of a multi storied building thereon, covering the land measuring about 3 Cotthas 9 Chittacks 32 Square Feet, more or less out of the aforesaid First gifted land measuring about 4 Cottahs 1 Chittack 22 Square Feet and aforesaid Second gifted land measuring about 15 Chittacks 15 Square Feet, be the same a little more or less, in total land measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less together with 300 Square Feet, more or less Tile shed construction/building standing thereon and approached the Developer herein to construct the said multi storied building on the above mentioned total land, being land measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, part of Holding No.69/1, Nalta, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, registering Jurisdiction at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, in the District of North 24-Parganas, more fully and particularly described in the **Schedule-"A"** written hereinafter, in accordance with sanctioned building Plan or Plans to be sanctioned by said Dum Dum Municipality to which the

Developer has agreed to on the terms and conditions as mutually agreed to.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. That it has been agreed to by and between the Parties that the Developer shall make construction of a **G+4** storied building at his own cost and expenses on the aforesaid land after demolition of the old construction and the Owners shall not invest any sum towards cost of construction of the proposed building. If the Developer gets permission from the Competent Authority for further construction i.e. more stories, then the Developer shall be entitled to do the same.

2. That to avoid ambiguity and future disputes as to the meaning and repeated use of same words and phrases in these presents the Parties hereto have agreed to define the following words as follows :-

(a) **BUILDING:** shall mean the said **Ground + 4 (Four)** storied building to be constructed on the aforesaid land, measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less according to the drawings, plans and specifications signed by the Owners and to be sanctioned by Dum Dum Municipality and/or other authority or authorities and to be constructed in conformity with the specifications of construction given in the **Schedule - "C"** hereunder written.

(b) **ARCHITECT:** shall mean person or persons or firm appointed or nominated by the Developer as Architect for the supervision and construction of the said building.

- (c) **BUILDING PLAN:** shall mean drawings, plans and specifications for the constructions of the said building or buildings on the said property to be sanctioned by Dum Dum Municipality or any other authority and/or any renewal and/or amendments thereto and/or modifications thereof made or caused to be made by the Developer and subsequently to be approved by the concerned authority.
- (d) **SALEABLE AREAS:** shall mean the Units/Flats, Shops, Garages and/or Spaces etc. at the Premises which is available for independent use and occupation of the Transferees/Purchasers together with the undivided impartible proportionate share and interest in the land of the building/premises and the common areas, provisions, utilities and facilities attached therein/thereto required for such independent user.
- (e) **SUPER BUILT UP AREA:** shall mean the covered area including Staircase plus undivided proportionate share of the common portion comprised in the said building to be calculated @ 20% of the built up area.
- (f) **COMMON AREAS, COMMON FACILITIES AND AMENITIES:** shall mean unless the context otherwise requires, the entrance, corridors, all ways, paths, staircase, stair ways, stair well, driveway, over head & underground tank, water pump, motor, meter room and other facilities which may be used and enjoyed in common by all the occupants or flats/units/spaces and required for the maintenance and/or management of facilities of the building including the roof and terrace of the said building, more fully and particularly described in the **Schedule - " D "** written hereunder.

- (g) **OWNER:** shall mean (1) **SMT. GITA MITRA** and (2) **SMT. GAYATRI SARKAR** and their respective heirs, legal representatives, executors, administrators and/or assigns.
- (h) **DEVELOPER:** shall mean **PIONEER DEVELOPER**, a Proprietorship concern, represented by its Sole Proprietor **SRI JOY GOPAL NASKAR**, son of Late Prafulla Kumar Naskar and his heirs, successors, executors, administrators, legal representatives and/or assigns.
- (i) **OWNERS' SHARE OF ALLOCATION :** That the Developer shall at his own costs, construct, erect and complete in all respect the proposed straight **G+4** storied building which shall be sanctioned by the concerned Dum Dum Municipality and shall allocate to the Owners as follows :-

The **Owners** shall jointly be entitled to get **36%** of total FAR from proposed building, out of which the **Owners** shall jointly be entitled to get **2 (Two) Flats** from the proposed building as under:

- 1) On the 1st Floor North-West facing, measuring super built area of 1100 Square Feet, be the same a little more or less,
- 2) On the 3rd Floor North-East facing, measuring super built area of 400 Square Feet, be the same a little more or less, and

remaining area out of the aforesaid **36%** of total FAR to be adjusted at the rate of **Rs.1,900/- (Rupees One Thousand Nine Hundred)** only per square feet and equivalent amount to be paid by the Developer to the Owners and also **Rs.2,40,000/- (Rupees Two Lakh Forty Thousand)** only to be paid at the time

of execution of these presents and the said **Rs.2,40,000/- (Rupees Two Lakh Forty Thousand)** only to be adjusted at the time of handing over possession of the aforesaid Two Flats of the Owners' share of allocation without any interest.

- (j) **DEVELOPER'S SHARE OF ALLOCATION:** The **Developer** shall be entitled to get remaining constructed area, i.e. **64%** of total FAR, save and except the aforesaid Two Flats as Owners' share of allocation of the proposed building.
- (k) **PURCHASER(S)/TRANSFeree(S):** shall mean a Purchaser (s) to whom any Flat/Shop/Garage/Space in the said building will be transferred.
- (l) **THE SAID PROPERTY:** shall mean **ALL THAT** a piece and parcel of Bastu land, measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less together with 300 Square Feet, more or less Tile shed construction/building standing thereon, more fully described in the **Schedule-"A"** hereunder written.

3. The Owners hereby declare that they have good, right and full power and authority to enter into this Agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified from and against any and all Third Party claim, actions and demands whatsoever in respect of the said property whereupon the construction will be made by the Developer under this Agreement. The Owners further declare that the land and construction described in the **Schedule - "A"** is free from all encumbrances, liens, lispensens, charges, whatsoever and the said land is not affected by Urban Land (Ceiling and Regulations) Act, 1976, and the Owners undertake not to create any encumbrances or charges on the said

property or deal with the same otherwise than in the manner stated hereinabove.

4. The Developer shall demolish the existing construction/structures at his own cost and expense and after selling the materials/debris of the said existing construction/structures, the sale proceeds will be enjoyed by the Developer.

5. The Owners shall deliver the peaceful, vacant and khas possession of the said land/premises to the Developer within a period of **7 (Seven)** days from the date of execution of this Agreement.

6. That the Developer shall prepare the proposed multi storied building Plan or plans as per norms/rules with the approval of the Owners and submit the same before the concerned authority/authorities of Dum Dum Municipality in the name of the Owners at the costs and expenses of the Developer. The Developer shall also pay and bear all fees, including sanction fees, charges and expenses as required to be paid and deposited for obtaining sanction of the said building Plan or Plans and grant exclusive right to the Developer for construction of a **G+4** storied building on the said vacant land in accordance with the Plans and Specifications approved by the Owners by affixing their respective signatures and the Developer on completing construction in conformity with the said specifications of construction be entitled to sell, convey and transfer the remaining construction, save and except the Owners' share of allocation as aforesaid of the proposed **G+4** storied Building to intending Purchaser(s) and also will be entitled to obtain necessary advance from such prospective Purchaser and/or Purchasers at its/his discretion on such terms and conditions as the Developer may deem fit and proper provided always any such advance or payment to be

obtained by the Developer shall be at its/his own risk and responsibility.

7. The Developer shall pay all outgoings from the date of these presents. To engage appoint or nominate men and masons at its/his sole risk, responsibility and pay and bear all the fees and/or charges of architects, contractors or labours for carrying out and proceeding with the construction of the said multi-storied building and other common spaces according to the approved drawings, plans and specifications in conformity with the specifications of construction as written hereunder and for that purpose to purchase, procure and arrange building materials, articles, tools and other implements and to hire and engage supplier, labours and to pay and meet with their remuneration, fees and salaries.

8. The Owners shall never be liable for any such dealings or transactions to be made by the Developer.

9. That it has been agreed to by and between the Parties that the Developer shall built the proposed building at its/his cost and expenses and the Owners shall not invest any sum towards cost of construction of the proposed building.

10. The Developer shall at its/his cost, construct, erect and complete in all respect the proposed **G+4** storied building in accordance with the sanctioned building plan or plans to be sanctioned by the said Dum Dum Municipality within **24 months** from the date of sanction of the building plan or plans and shall handover the Owners' share of allocation to the Owners, unless prevented from doing so by act of God and other force majeure beyond control of the Developer and in such case the date of completion of the proposed construction shall be extended for a further period of **6 (Six)** months.

11. The Owners shall not be liable for any accident of any worker/s or any suit or claim of anybody whatsoever during construction or completion of the said multi-storied building by the Developer and such liability shall be borne by the Developer and Developer hereby indemnifies the Owners for the same.

12. The construction work shall be at the sole risk and responsibility of the Developer and it is mutually agreed to and clearly understood that the Owners shall not be responsible for any technical and/or engineering defect in construction, for which the Developer shall be solely responsible and directly answerable to the concerned authorities.

13. The Developer shall abide by all laws, bye-laws, rules and regulations for the construction of the said building which shall be constructed by the Developer strictly according to the sanctioned Plan or Plans.

14. That the intending purchaser/s will be liable to bear all charges, costs and expenses for installation of separate electric meter in his/her/their respective names, for which Developer shall render all necessary co-operation. However, electric wiring and points will be provided by the Developer and the Developer also at its/his costs and expenses shall arrange for installation of the main meter from the authority of the CESC Ltd.

15. That the Owners will be liable to bear cost of installation of separate electric meter/s in their names and other electrical goods for the Owners' share of allocation as aforesaid in the proposed building, for which Developer shall render all necessary co-operation, but all charges, costs and expenses for the same will be borne by the Owners. However, electric wiring and points will be provided by the Developer.

16. That the Owners shall not do any acts, deeds or things whereby the Developer shall be prevented from construction and completion of the proposed multi-storied building.

17. That the Developer shall be entitled to sell all the flats, shops, garages and other spaces/portions in the proposed multi storied building to any prospective buyer or buyers and receive all earnest money, part consideration/part payment and full consideration money from any prospective buyer or buyers in respect of sale of the Developer's share of allocation, save and except the Owners' share of allocation as aforesaid.

18. That the Owners however will be allowed to enter into Agreement for Sale and/or part with the possession of the Owners' share of allocation in the proposed multi **(G+4)** storied building before the delivery of the possession of the Owners' share of allocation by the Developer.

19. That the Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act, omission or commission of the Developer in connection with or relation to the construction of the said buildings.

20. That the Developer shall be entitled to obtain loan from any Bank or Banks whether Nationalised or Private or any authority or authorities or any Financial Institution in respect of completing the said multi storied building as and when required at its/his own risk, Owners shall however not be liable for the same under any circumstances and the allocation of the Owners share cannot be subject matter of loan being taken by the Developer.

21. That the Owners shall sign and execute a registered General Power of Attorney for the proposed building unto and in favour of the Developer for completing the said project smoothly.

22. The Developer shall at its/his costs and expenses to be obtained Completion Certificate in respect of the said construction from the concerned authority.

23. That as soon as the said building is completed, the Developer shall give notice to the Owners for taking possession of the Owners' share of allocation as aforesaid together with undivided impartable proportionate share and interest of the land of the premises along with all other common areas, facilities and amenities attached thereto and after taking possession of the same by the Owners and within 7 days thereafter, the Owners shall exclusively be liable to pay proportionate maintenance charges along with Municipal taxes, rates and other outgoings to be determined and/or levied by the Developer, and/or the Association to be formed till the separate assessment is made by the Municipality:

24. The Owners hereby covenant with the Developer to join as a members in the Co-operative Society or Flat Owners' Association or any other form of organisation as the case may be to be formed amongst the Purchasers of the flat/flats, shop/shops and others in the said multi-storied building for due maintenance of the said building and also to pay maintenance charges proportionately.

25. The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to be construed as Partnership between the Developer and the Owners.