

SL 170200/266/2020

E 170201267/2020



পশ্চিমবঙ্গ পশ্চিম বেঙ্গাল WEST BENGAL

E 831161

Certified that the Document is admitted to registration. This signature sheet, endorsement sheet and completion sheet attached to this document are the part of this document.

So
19:00
17/3/2020
E-1-511053/2020
vc case no. 80/2020
Attachment by -

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 17th day of March

2020 (Two Thousand Twenty)

BETWEEN

Addl. District Sub-Registrar (Sadar)
Balurghat, Dakshin Dinajpur

20 MAR 2020

~~15 MAR 2020~~

[Handwritten Signature]

BETWEEN

1. SRI PUSPENDU TALUKDAR Son of Sri Nayan Ranjan Talukder, PAN NO-ACPPT4676C, of Vill- Congress Para, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur, 2. SRI SURAJIT BHATTACHARJEE Son of Late Ranjit Bhattacharjee, PAN NO-AGAPB3799D, NO residing at Village- Congress Para, P.O. Balurghat, District- Dakshin Dinajpur 3. SMT. SHAKUNTALA AGARWALA, W/O- Sri Paban Kumar Agarwala, PAN NO-AHVPA5792R, residing at village- Marawari Patty, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur ,all by faith Hindu, by occupation-business, hereinafter after called the "OWNER" (which expression shall mean and include unless excluded by or repugnant to the context, of his heirs, executors, administrators, legal representatives and assigns) PARTY OF THE ONE PART.

AND

THE MAHARAJA UDYOG a partnership firm having its office at Village- Congresspara, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur represented by its partners 1. SRI PUSPENDU TALUKDAR Son of Sri Nayan Ranjan Talukder, PAN NO-ACPPT4676C, of Vill- Congress Para, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur, 2. SRI SURAJIT BHATTACHARJEE Son of Late Ranjit Bhattacharjee, PAN NO-AGAPB3799D, residing at Village- Congress Para, P.O. Balurghat, District- Dakshin Dinajpur 3. SMT. SHAKUNTALA AGARWALA, W/O- Sri Paban Kumar Agarwala, PAN NO-AHVPA5792R, residing at village- Marawari Patty, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur ,all by faith Hindu, by occupation-business, hereinafter and also having office at Congress Para, Balurghat, Dist- Dakshin Dinajpur Pan no-The Maharaja Udyog-AAJFT7855R in the State of West Bengal - Here in after called the "DEVELOPERS" (which Expression shall mean and include unless excluded by or repugnant to the context, of their heirs, executors,

administrators, legal representatives and assigns) PARTY OF THE OTHER PART.

WHEREAS the aforesaid owners are absolutely in khas and actual possession of a piece of land and is having right, title and interest over the said land measuring 0.20601 Acres, situated at Mouza- Khadimpur, recorded in Khatian No- L.R-2538; Plot No-L.R-702; J.L. No-110, P.S- Balurghat, Dist-Dakshin Dinajpur under A.D.S.R Balurghat and herein described in Schedule "A" hereunder (hereinafter called the said "property") and his name is presently recorded in the settlement record.

AND

WHEREAS the owner after the purchase of the land got the owner prayed for their names mutated in the present settlement record and a separate Khatian and the said prayer is still pending and presently the owners are the owners and in physical possession over the land measuring 0.20601 Acres.

AND

WHEREAS the aforesaid Developers have requested the Owners to allow them to develop the said property and as such requested of the developer, the owners have agreed to the proposal and to authorize the Developers to develop the said property by constructing new building/s thereon in the property consisting of dwelling ownership basis flats and the owners are agreeable to directly convey and transfer the said flats and other structures to the Developers or purchasers of flat according to the choice of developers whenever asked for by the developers leaving aside the portion to be received by the owner as agreed upon.

AND

WHEREAS the Developers have satisfied themselves about the right, title and interest of the owners of the said property and the technical feasibility of the



construction of the proposed new building on ownership flat and/or premises and all other related matters.

Now these present witnesses and it is hereby agreed by and between the parties here to as follows: -

1. Definition. - Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them: -

[a] OWNER shall mean 1. SRI PUSPENDU TALUKDAR Son of Sri Nayan Ranjan Talukder, of Vill- Congress Para, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur, 2. SRI SURAJIT BHATTACHARJEE Son of Late Ranjit Bhattacharjee, residing at Village- Congress Para, P.O. Balurghat, District- Dakshin Dinajpur 3. SMT. SHAKUNTALA AGARWALA, W/O- Sri Paban Kumar Agarwala, residing at village- Marawari Patty, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur.

[b] DEVELOPER : THE MAHARAJA UDYOG a partnership firm having its office at Village- Congresspara, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur represented by its partners 1. SRI PUSPENDU TALUKDAR Son of Sri Nayan Ranjan Talukder, of Vill- Congress Para, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur, 2. SRI SURAJIT BHATTACHARJEE Son of Late Ranjit Bhattacharjee, residing at Village- Congress Para, P.O. Balurghat, District- Dakshin Dinajpur 3. SMT. SHAKUNTALA AGARWALA, W/O- Sri Paban Kumar Agarwala, residing at village- Marawari Patty, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur ,all by faith

Hindu, by occupation-business, hereinafter and also having office at Congress Para, Balurghat, Dist-Dakshin Dinajpur.

- [c] BUILDING shall mean the building or buildings to be constructed on the amalgamated joint property.
- [d] COMMON FACILITIES AND AMENITIES shall include corridors, hall-ways, stair-ways, passage-ways, drive-ways, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, 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 management of the building.
- [e] SALEABLE SPACE/ AREA shall mean the space in the buildings available for independent use and occupation after making due provisions for common facilities and the space required therefore and the same shall be measured by adding the plot area to the undivided proportionate share of common area and super built area as mentally agreed upon by the parties.
- [f] OWNER'S ALLOCATION as mentioned in the para "CONSIDERATION MONEY"
- [g] DEVELOPER'S ALLOCATION shall mean the total building including proportionate share in the common facilities and amenities of the building on the said property.
- [h] BUILDING PLAN shall mean a plan prepared by the Engineer/Architect appointed by the developer for the construction of the building on the said property and sanctioned



by concerned Municipality and / or other competent authorities.

- [i] **SERVICE CHARGE** shall mean and include proportionate share of the premium for the insurance of the building, water, fire and scavenging charge and taxes, electric lighting, sanitation, repairs and renewal charges, any charges for the bill collections and charges for management of common facilities, costs for renovation, replacements and maintenance and expenses in relation to the building including all common wiring, pipes, electrical and mechanical equipments, pumps, motors, generators, and others electrical and mechanical installations, appliances, tools, implements, apparatus and the stair-ways, corridors, halls, passage-ways, gardens, park-ways, open spaces and all other facilities whatsoever as may be mutually agreed upon from time to time by the owners of the flats, spaces and buildings, as the case may be.

LICENCE TO DEVELOP

2. The Owner hereby entrusts, hands over and gives license to Developers to enter into the said property owned by the owners, develop the property and construct multi-storied buildings thereon containing ownership flats and garages along with other amenities with the best materials and in accordance with the plans and specifications mentioned hereinafter.

3. The Developer hereby agrees to develop and /or cause to be developed the said property with the property possessed by them in the same plot by constructing one or more buildings with best materials in accordance with the specifications and plans, the rules and regulations in relation thereto with the approval and/or sanction of the concerned authorities and at their own costs, expenses and arranging their own finance and at their own risk and responsibility.



CONSIDERATION MONEY

4. In consideration of the Owner having entrusted, giving licence to the Developers to enter the property, develop, and construct multistoried building thereon having dwelling units and/or ownership flats at their own cost and conferring on them the rights, powers, privileges and benefits mentioned herein,

Developer agrees to pay the owners Share of profit of the said project as agreed upon and the owner is also liable to bear share of proportionate loss in the said project (if any) and the profit and loss would be calculated after completion of the project and handed over the entire flat and other amenities of the said project to the intending purchaser and thereafter the share of profit would be handed over and the owners would be liable to paid the share of loss (if any).

Pertinent to mention here that all amounts would be deposited to the account of the developer and after final computation of the account, the profit would be disbursed to the owners.

DEVELOPER'S OBLIGATIONS

5. The development of the said property by constructing buildings for ownership flats shall commence forthwith with all earnestness in accordance with the specification, plans, schemes and approvals of the competent authorities, rules, regulations and bye-laws of the authorities applicable at the cost, risk and responsibility of the Developers, the Owner having no responsibility in respect thereof in any manner whatsoever save as contained herein.

6. In constructing the buildings and providing dwelling units the Developers shall install in the said buildings at their own costs pump-operated well, overhead reservoirs/tanks, electrical installations, electrical

wirings, water pipes and all other facilities and amenities essential to dwellings, ownership flats and/or as required to be provided in such buildings to make the dwelling units for comfortable habitation.

TIME IS OF ESSENCE OF CONTRACT

7. The Developers covenants and agrees to complete the development, construction of buildings with all amenities therein and thereon within 24 months from the date of sanctioning of the building plan and further time of 6 months may be granted to the Developers. The time of performance of these presents shall be of the essence of the contract.

DEVELOPER'S RIGHTS

8. The Developers shall be entitled to advertise in their own name about the said development of the property of and proposed sale of flats leaving aside the owners allocation in the buildings to be constructed and to put up Advertisement Board on the property.

9. The Developer shall be entitled to enter into any agreement with any building contractor, engineer and appoint agents.

10. In respect of the consideration money the Developer shall be entitled to allot flats or rights in the buildings and structures to be constructed so far as they relate to Developer's allocation and to enter into any package deal or arrangement in relation thereto.

OWNER TO EXECUTE DOCUMENTS

12. The Owner shall at the request and costs, expenses and charges of the Developer, sign, on deed of agreement of sale of flat from time to time, in all plans, applications for layouts, construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents. The owner has agreed to execute sale deed or deeds in favour of any purchaser/s either individually or jointly with the developer.



OWNER'S UNDERTAKINGS

13. The Owner declares that they have not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the Developers and that they have not created any lien, charge, mortgage or encumbrance on the said property and that they would keep the said property free from encumbrance during the subsistence of these presents.
14. The Owners further declares that they have not done any act, thing, deed or matter whereby or by reason whereof the development and construction of the said property and/or buildings may be affected or prevented in any manner whatsoever and that they undertake to remove any possible impediment to the implementation of these presents, if the same is within his power and control.
15. The Owners declares that they have not received and to their knowledge the Government, Local Authority, Municipal Authority or any other Authority has not issued any notice affecting the said property or imposing any restriction on the development of the said property in the manner proposed herein.
16. The Owner hereby agrees, covenants and undertakes not to cause any interference by themselves or through others in the development of the property or in the construction of the new buildings on the said property by the Developers or through their agents or do any thing, deed or act preventing the Developers from disposing of, selling, assigning or disposing of or transferring any portion of the Developer's in any manner whatsoever.
17. That Owners agrees to pay all municipal rates, taxes and other outgoing in respect of the said property till the year 2020 in respect of their property and the Developers shall pay and bear all municipal rates, taxes and other outgoing from sanctioning of the building plan till developers delivers possession to the intending purchasers from which date the Owners will pay



such rates, taxes and outgoings proportionate to the Owner's allocation and the Developers will bear such rates, taxes and outgoings in respect of Developer's allocation.

18. On completion of the new buildings the Developers shall give notice in writing to the Owners when the Owner would be at liberty to take possession on and from the date specified of the Owner's allocation in the said new building. On receipt of the notice on and from the date mentioned in the notice for taking possession the Owner shall be responsible to pay all rates, taxes, service charges and other outgoings in respect of the common facilities in the building proportionate to the Owner's Allocation.

SCHEME FOR MANAGEMENT

20. A scheme shall be framed by the parties herein for the Management and Administration of the new building including the portions in common use and sharing the expenses of Management, administration and maintenance of amenities in the said building including the user thereof and such scheme and any rules and regulations framed under the scheme shall be binding on the occupiers of the said new building including in the Owner's allocation and in the Developer's allocation.

RESTRICTIONS AS TO USER OF THE BUILDING

22. Any transfer of any portion of the said building shall be subject to the provisions contained herein and all occupiers shall be bound by the provisions contained in any agreement, rules, regulations, by-laws and restrictions contained herein.

23. Neither Owner nor the Developer nor any person occupying any portion of the said building shall use or permit to be used their portion or space occupied by them or their agents for carrying on any illegal or immoral trade or activity or do or allow anything to be done that might cause any



nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive material, goods or products. The decision of the Management as to whether any act will cause nuisance or annoyance or any substance is inflammable or explosive shall be final.

24. No structural alterations in the building shall be made without the written consent of the Management of the said building subject, however, to a sanction of the concerned authorities, if necessary.

25. On performing their obligations under these presents if the Owners or Developers transfers any portion out of their respective allocations, such transfer shall be subject to the terms and conditions, restrictions and covenants contained herein and in any documents or conveyance that might be executed should recite about the transfer agreement.

26. It will be obligations of the Owners, Developers and occupier of each portion of the said new building to keep the interior walls, floors, ceilings, fittings, electric wirings and gadgets, fixtures, appurtenances, pipes, drains, sewers and all other amenities in their respective portions or spaces occupied by them in good repair and perfect working condition and take all possible steps to prevent any damage being caused to the building or any portion thereof or cause any inconvenience to the occupiers of any other portion of the said building and in case of failure to perform any of the obligations they shall be liable to indemnify the Owner, occupier or the persons suffering damages or injury.

27. The Owners, Developers, occupier or their agents in the new building shall not keep any articles or display anything in the corridor or places of common use or do anything which might cause inconvenience or hindrances in any manner in the free movement of men and material.

28. The Owners, Developer, their agents, nominees or occupiers of any portion of the said new building shall not throw or accumulate any dirt,



rubbish, waster or refuse or permit or allow anybody to do the same inside the spaces meant for common use or in the compounds or in or about the building.

29. After the Management of the building decide that certain repairs, cleaning, testing or other things are necessary to be done in any portion of the new building, the owner, Developers and occupier, as the case may be, shall permit the Management or its nominee with or without workmen and technicians, on prior notice to enter into and upon the rooms, flats, spaces for the purpose of repairing, cleaning, testing maintaining, re-building or replacing drains, gas connections, electric wiring, water pipes, sanitary drains and/ or pipes and/or fittings and any other matter which might affect the enjoyment of any portion of the said building by any person being the Owner or Occupier thereof.

DEED OF CONVEYANCE

30. After completion of construction of the building, the owners shall directly execute and deliver one or more Deeds of Conveyance in favor of flat-purchasers or Society, Association or Company and the Developer shall join therein as Confirming Party/Vendor, if so required, all the expenses being borne by the Developer and/or purchasers of flats.

FORFEITURE

31. On the Developers failing to complete the building within the stipulated period or failing to perform his obligations towards the Owners or if circumstances occur disabling the Developer to perform his part of the obligations under these presents, the Owner shall be entitled to terminate this agreement without notice.



NOT PARTNERSHIP OR JOINT VENTURE

32. That parties hereby declare and agree that these presents do not constitute and the parties do not intend to be a partnership or joint venture or association of persons.

NOT DEMISE

33. It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property to the Developers excepting the right to develop and/or construct multi-storied buildings after demolition of the existing structures and these presents shall be treated only as a licence in favor of the Developer to do all acts, things, and deeds expressly provided herein and contained in the Power of Attorney to be executed.

DELIVERY OF TITLE DEEDS

34. The Developer shall be entitled to inspect, receive the title deeds in possession of the developer during construction period Owner and undertaking to return the same when demanded.

FORCE MAJEURE

35. If either party be prevented from performing his part of the obligations under these presents due to the existence of force majeure such as earthquake, flood, riot, war, storm, tempest, civil commotion, blasts, malicious damages, fire, or any other act or omission or cause beyond the control of the party concerned provided that the cause was not induced by the party themselves.



COMPENSATION FOR BREACH

36. Either of the parties herein committing any breach of these presents or any of any of the terms hereof or unduly delays performance of his obligations herein shall be liable to the party aggrieved.

ARBITRATION

37. It is hereby agreed by the parties that all disputes differences arising out of, in relation to thee presents or touching the development, demolition of the old structures, construction of new buildings and in relation thereto shall be referred to the arbitrator, whose decision shall be final and binding on the parties.

JURISDICTION

38. Only the Courts in Balurghat shall have jurisdiction to entertain try and determine or adjudicate all actions, suits, and legal proceedings arising out of or in relation to these presents, the award of Arbitrator or otherwise between the parties herein.

SCHEDULE "A"

All that piece and parcel of land measuring 0.20601 Acres, situated at Mouza - Khadimpur, recorded in L.R. Khatian No- 2538, R.S. Plot No. 190, corresponding to L.R. Plot No-702, J.L. No-110, P.S- Balurghat, Dist-Dakshin Dinajpur.

which is bounded by:

ON THE NORTH : Municipality Road and Kalimata Mandir.

ON THE SOUTH : Municipality Road.

ON THE EAST : Nimai Roy and others

ON THE WEST : Municipal Road.

SCHEDULE "B"
(Owners Consideration)

Developer agrees to pay the owner proportionate Share of profit of the said project and the owner is also liable to bear proportionate share of loss in the said project (if any) and the profit and loss would be calculated after completion of the project and handed over the entire flat and other amenities of the said project to the intending purchasers and thereafter the share of profit would be handed over and the owner and the owner would be liable to paid the share of loss (if any).

Pertinent to mention here that all amount would be deposited to the account of the developer and after completion of final computation of the account, the amount of profit would be disbursed to the owners

SCHEDULE "C"
(Common area and facilities)

1. Road and pathways to be used as entrance to and exit from the building.
2. Stair Cases and landings in all floors.
3. Well
4. Drainage
5. Septic Tank and Sock Pit
6. Boundary Walls and Main Gate
7. All vacant spaces of the schedule "A"
8. Generally all others part of the property necessary or convenient to the existence, maintenance and safety or normally in common use.

SCHEDULE "D"
(STANDARD SPECIFICATIONS OF CONSTRUCTION)

1. All structural concrete work like foundation, tie beam, floor, floor slab, roof slab etc.

All concrete work like lintel, chojja, loft kitchen slab will be grade of concrete.

**THE FOURTH SCHEDULE ABOVE REFERED TO APPLICABLE TO THE
PURCHASER ON EXECUTION, REGISTRATION, SIMEULTANEOUS
HANDING OVER POSSESSION OF DEMISED FLAT**

- a) All costs of maintenance, operating, replacing, white washing, re-building, reconstruction, decorating, redecorating, and lighting the common parts and other walls of the building from time to time.
- b) Land taxes, multistoried building tax and /or other taxes which are in force and /or all other taxes which may be levied by the authorities concerned under any statute , rules or regulations on the land and building from time to time.
- c) Costs and charges of establishment for maintenance of the building for watchman and ward staff.



In witnesses whereof the parties here to have signed here under at Balurghat on

WITNESSES

1. Sankar Dutta.
Sudran Dutta.
vill. Po - Ps Balurghat

2. Rajan Chanda.
Sudran Chanda.
Chakravarti, S.A.

Pesanna Datta

Smajit Bhattacharya

Stakuntala Agarwala

FIRST PARTY/OWNER.

MAHARAJA DEVELOPERS

Pesanna Datta

MAHARAJA DEVELOPERS

Smajit Bhattacharya

Partner

THE MAHARAJA UDYOG

Stakuntala Agarwala

Partner

SECOND PARTY/ DEVELOPERS

Drafted, read over and explained the contents of this deed by me to the vendor and printed in my office

Arindam Chatterjee

ARINDAM CHATTERJEE

Advocate, Balurghat.


Enroll. No- F-152/92/97

দাতা-গ্রহীতার টিপ-ছাপ-সহি সহ ছবি

ছবি		বৃদ্ধাঙ্গুলী	তর্জনী	মধ্যমা	অনামিকা	কণিষ্ঠা
 P. S. P. ...	বাম হাত					
	ডান হাত					

ছবি		বৃদ্ধাঙ্গুলী	তর্জনী	মধ্যমা	অনামিকা	কণিষ্ঠা
 Smajit Bhattacharya	বাম হাত					
	ডান হাত					

Smajit Bhattacharya

ছবি		বৃদ্ধাঙ্গুলী	তর্জনী	মধ্যমা	অনামিকা	কণিষ্ঠা
 Sharmila Ghoshal	বাম হাত					
	ডান হাত					

Sharmila Ghoshal









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue



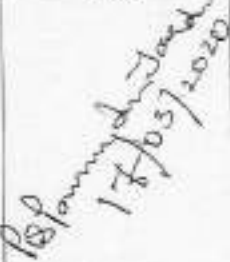


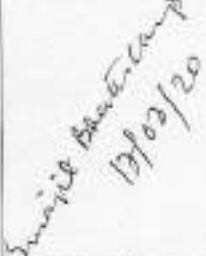





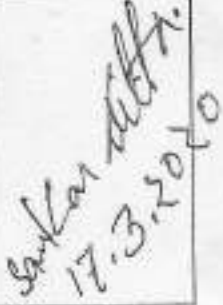
OFFICE OF THE A.D.S.R. BALURGHAT, District Name :Dakshin Dinajpur

Signature / LTI Sheet of Query No/Year 17021000511053/2020


I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Puspendu Talukdar Vill- Congresspara, P.O:- Balurghat, P.S.- Balurghat, District- Dakshin Dinajpur, West Bengal, India, PIN - 733101	Land Lord			<i>Puspendu Talukdar</i> 17/03/2020
2	Surajit Bhattacharjee Vill- Congress Para, P.O.- Balurghat, P.S.- Balurghat, District- Dakshin Dinajpur, West Bengal, India, PIN - 733101	Land Lord			<i>Surajit Bhattacharjee</i> 17/03/20
3	Shakuntala Agarwala Vill- Marawari Patty, P.O.- Balurghat, P.S.- Balurghat, District- Dakshin Dinajpur, West Bengal, India, PIN - 733101	Land Lord			<i>Shakuntala Agarwala</i> 17-3-20

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Puspendu Talukdar Vill- Congress Para, P.O.- Balurghat, P.S.- Balurghat, District- Dakshin Dinajpur, West Bengal, India, PIN - 733101	Representative of Developer [The Maharaja Udyog]			 17/03/2020
5	Surajit Bhattacharjee Vill- Congress Para, P.O.- Balurghat, P.S.- Balurghat, District- Dakshin Dinajpur, West Bengal, India, PIN - 733101	Representative of Developer [The Maharaja Udyog]			 17/03/20
6	Sukantala Agarwala Vill- Marawari Patty, P.O.- Balurghat, P.S.- Balurghat, District- Dakshin Dinajpur, West Bengal, India, PIN - 733101	Representative of Developer [The Maharaja Udyog]			 17-3-20
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Sankar Dutta Son of Arnu Dutta Vill- Balurghat, P.O.- Balurghat, P.S.- Balurghat, District- Dakshin Dinajpur, West Bengal, India, PIN - 733101	Puspendu Talukdar, Surajit Bhattacharjee, Shakuntala Agarwala, Puspendu Talukdar Surajit Bhattacharjee, Sukan Agarwala			 17.3.2020




(Ehteshamul Haque)
ADDITIONAL DISTRICT
SUB-REGISTRAR