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गण्डिगवडज पश्चिम बंगाल WEST BENGAL

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11.5.18
G.C. 718701/18

document for the agreement is admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document

Additional District Sub-Registrar
Sodepur, North 24 Parganas

DEVELOPMENT AGREEMENT

1 MAY 2018

THIS DEED OF AGREEMENT is made on this the 11th day of May, 2018 (Two Thousand and Eighteen) as per CHRISTIAN ERA.

Contd...2

[Signature]
Hakendu Banerjee
Partner

M/s. B. D. CONSTRUCTION

[Signature]
Partner

(2)

BETWEEN

(1) **SMT. RITA CHATTERJEE**, Wife of Late Sukumar Chattopadhyay @ Chatterjee, by Nationality- Indian, by Religion-Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN : AQXPC8741R.**

(2) **SMT. UMA CHATTERJEE**, Wife of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN : BQFPC2018G.**

(3) **SRI SUBHRA CHATTERJEE**, Son of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Business, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN : AEOPC1581L** hereinafter jointly called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

AND

"**M/S. B. D. CONSTRUCTION**" having its present place of Business at 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN no. AATFB3635P**, represented by its partner namely:

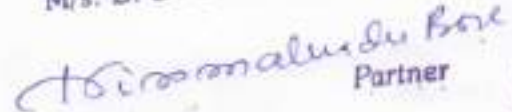
(1) **SRI NIRMALENDU BOSE**, Son of Late Nikhil Ranjan Bose, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(2) **SRI SANKHADEEP DEY**, Son of Sri Sahadeb Dey, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: 127, T.N.Banerjee Road, P.O.- Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata- 700114,

Contd...3


Alokendra Bandyopadhyay
Advocate

M/s. B. D. CONSTRUCTION



Partner

(3)
hereinafter called and referred to as **PROMOTER/DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the **OTHER PART.**

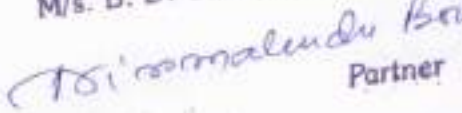
WHEREAS originally Sukumar Chattopadhyay @ Chatterjee and his full blooded brother namely Jyoti Kumar Chattopadhyay both are sons of Late Hrishikesh Chattopadhyay was the joint owners of 8 Cottahs of "BASTU" land, bearing Sub Plot no. 2 and structure standing thereon within Mouza - Panihati, J.L. No. 10, Re.Su. No. 32, Touzi No. 155, comprised and contained in R.S. Dag No. 74, under Jaminder Khatian 19, corresponding to R.S. Khatian No. 195, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas by virtue of a Bengali Deed of Sale being Deed no. 3647, which was Executed and Registered by their predecessor-in-title Sri Bimal Krishna Bandyopadhyay, Sri Brojendra Nath Bandyopadhyay, Sri Narendra Nath Bandyopadhyay, Sri Shankar Nath Bandyopadhyay all Sons of Late Bhudeb Chandra Bandyopadhyay) on 11.08.1961 at the Office of Sub Registrar Barrackpore, 24 Parganas and the same was recorded in Book no. I, volume no. 55, noted within the pages from 131 to 135, being no. 3647, for the year 1961 and they jointly possessing the said landed property as the lawful owners.

AND WHEREAS the said Jyoti Kumar Chattopadhyay while has been enjoying the actual physical possession of the said landed property with his Co-Shearer he died intestate on 30.10.2013 leaving behind him his wife Smt. Uma

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Anilendu Bandyopadhyay
Advocate

M/s. B. D. CONSTRUCTION


Partner


(4)

Chatterjee and only son Sri Subhra Chatterjee (The land owner no. 3 hereof) as his surviving legal heirs and successors in respect of undivided 1/2 share of the said landed property and they inherited the undivided 1/2 share of the total landed property as the Class-I legal heirs of Late Jyoti Kumar Chattopadhyay @ Chatterjee as per the Law of Hindu Succession Act, 1956.

AND WHEREAS the said Sukumar Chattopadhyay @ Chatterjee while has been enjoying the actual physical possession of the said landed property with his Co-Shearers he died intestate on 25.11.2017 leaving behind him his wife Smt. Rita Chatterjee, as his surviving legal heirs and successors in respect of undivided 1/2 share of the said 8 Cottahs of land and building and she inherited the said landed property as 1/2 undivided share in her part as the Class-I legal heirs of Late Sukumar Chattopadhyay @ Chatterjee as per the law of Hindu Succession Act-1956.


AND WHEREAS in the manner aforesaid the present owners hereof conjointly while enjoying the said 8 Cottahs of land and building as joint and lawful owners, they mutated their names in the Assessment Register of the Panihati Municipality bearing holding no. 1 & 2 situated at Pathagar Road, under Ward No. 3, and conjointly enjoying the same peacefully, quietly and without interruption of others by paying the relevant rents and taxes regularly to the authority concern.

AND WHEREAS the Land Owners Nos. 1 to 3 hereof jointly acquired the aforesaid plot of "Bastu" land measuring more or less 8 Cottahs of land togetherwith a Two storied residential building standing thereon togetherwith all easements rights appertaining thereto.


Alokendra Banerjee
Advocate

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M/s. B. D. CONSTRUCTION


Partner

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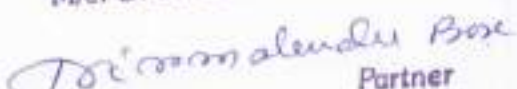
AND WHEREAS with a view to develop or cause to be developed by constructing a multistoried building over a piece and parcel of 'Bastu' land measuring more or less **3Cottahs 8Chittaks** (from the Southern Part of the total landed property which is vividly shown in the sketch map as annexed with this Development Agreement) togetherwith a structure standing thereon into and out of the total landed property measuring an area about 8 cottahs of land togetherwith two storied building standing thereon within Mouza-Panihati, J.L. No. 10, Re.Su. No. 32, Touzi No. 155, comprised and contained in R.S. Dag No. 74, under Jaminder Khatian 19, corresponding to R.S. Khatian No. 195, P.S. Khardah, A.D.S.R.O. Barrackpore now A.D.S.R.O. Sodepur, Dist: North 24 Parganas within the local limit of Panihati Municipality, being Holding no. 1 & 2, Pathagar Road, under Ward No. 3 morefully and particularly described in the schedule hereinbelow, hereinafter called and referred to as the "SAID PROPERTY" the Developer herein approached the owners and expressed its intention to develop the undermentioned schedule of property according to the building plan to be approved and sanctioned by the Panihati Municipality.

AND WHEREAS the owners herein hereby agree to authorise the Developer to construct the multistoried (G+4) building with Lift facility in the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the developer on the terms and conditions stipulated hereunder:-


Atakenthi Bandyopadhyay
Attornay

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M/s. B. D. CONSTRUCTION


Partner

(6)

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

ARTICLE-I DEFINITION

1. OWNERS:

(1) SMT. RITA CHATTERJEE, Wife of Late Sukumar Chattopadhyay @ Chatterjee, by Nationality- Indian, by Religion-Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

(2) SMT. UMA CHATTERJEE, Wife of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

(3) SRI SUBHRA CHATTERJEE, Son of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Business, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,


2. DEVELOPER:

"M/S. B. D. CONSTRUCTION" having its present place of Business at 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, represented by its partners namely:

(1) SRI NIRMALENDU BOSE, Son of Late Nikhil Ranjan Bose, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(2) SRI SANKHADEEP DEY, Son of Sri Sahadeb Dey, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: 127, T.N.Banerjee Road, P.O.- Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata- 700114,

3. LAND : The land described in the schedule hereunder written.


Nirmalendu Bandyopadhyay
Advocate

Contd...7

(7)

4. BUILDING : Means five (G+4) storied building with lift facility to be constructed on the schedule property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owners at the cost of the Developer.

5. ARCHITECT : Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.

6. BUILDING PLAN : Plan to be sanctioned by the Panihati Municipality.

7. TRANSFER : Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer or space/flat in multi storied building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.

8. TRANSFEREE : Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or otherwise.

9. TIME : Shall mean the construction to be completed within **30 (Thirty)** months from the date of sanctioned plan or hand over the possession which ever is later.

10. COMMENCEMENT : This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

(A) This Agreement shall come into effect automatically and immediately on Execution of these presents by and between the Parties hereto.

(B) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of Conveyance or Transfer by the Land Owners in favour of the Developer or its nominee/nominees in terms of the

Alokeshu Bandyopadhyay

Advocate

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(8)
Agreement in respect of flat portion in the proposed building togetherwith undivided right, title and interest in the land of the said premises.

ARTICLE-III

LAND OWNER'S REPRESENTATION

- (a) The Land owners is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
(b) None other than a Land owners has any claim, right, title and/ or demand over and in respect of the said premises and/or any portion thereof.
(c) That the said property is free from all encumbrances, charges, liens, lispence, attachments, acquisition, requisition whatsoever or howsoever.
(d) That the Developer i.e. the Other Part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.
(e) That the said property is not subject to any suit or legal proceeding in any court of law.

ARTICLE-IV

LAND OWNER'S RIGHT AND OBLIGATIONS AND REPRESENTATIONS

- (i) The Land owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispence, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
(ii) The Land owners has absolute right and authority to develop the said plot of land.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES:

The scope of work envisaged to be done by the Developer hereunder shall include:


Alakanda Banayopadhyay
Advocate

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- (i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.
- (ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owners's shall be entertained in any case.
- (iii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other any competent, authority in respect of the said property upto the date of this agreement shall be paid by the Land Owners.
- (iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
- (v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/ buildings which completely includes as Developer's areas/ portions in the proposed building at the said premises and/ or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owners or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards to Land Owners. The Developer will


Alakendu Bandyopadhyay
Advocate

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(10)

complete the construction of the building with the standard materials as would be available in the market.

(vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the concerned authority in the name of the owners at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners from the concerning authority/s.

(vii) The Developer hereby undertakes to indemnify and keep indemnified the Land owners from and against any and all actions, charges, claims any third party arising out of due to the negligence of non-compliance of any law, byelaw, rules and regulations of the Panihati Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

(viii) The Developer will complete the construction within **30 (Thirty)** months from the date of sanctioning the Plan by the Municipal authority. For this purpose Developer must take all necessary steps. However, in any case if the Developer fails to complete the said construction work within a period of within **30 (Thirty)** months from the date of sanctioning of the plan by the Panihati Municipality barring unforeseen circumstances, the Developers will be held liable to appropriately be compensated, the Land Owners by payment of money towards damages.


Atakendu Banahyapachhy
Advocate

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- (ix) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the owners indemnified.
- (x) The Developer shall obtain all necessary "No-Objection" Certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.
- (xi) The grade of concrete to be used will conform to ISI-M20.

ARTICLE-VI

CONSIDERATION

In consideration of the Owners having granted the Second Party and exclusive consent to develop the said landed property the owners jointly shall be entitled to get the Owner's Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building in the following manner:

The owner no. 1, 2 & 3 are jointly entitled to get a self Contained 2BHK Residential **flat, being Flat no. 3B measuring an area more or less 800 Sq.ft. Covered Area on the 3rd Floor, South-West Facing** of the proposed multistoried building and they are also jointly entitled to get a sum of Rs. 31,00,000.00 (Rupees Thirty One Lakhs) Only as Non-Refundable security deposit amount out of which the developer shall pay Rs. 75,000.00 (Rupees Seventy Five Thousand) only to the land owners on or before execution and registration of this development agreement and the rest amount to the tune of Rs. 30,25,000.00 (Rupees



Alankanda Bandyopadhyay

Advocate

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(12)

Thirty Lakhs twenty Five Thousand) only shall be paid by the developer to the land owners in different installments during the stipulated period of this agreement and after receiving such amount the land owners shall issue proper money receipts in favour of the developer.

Covered area means (covered area of Flat + proportionate share of Stair Case & Lobby).


Be it mentioned hereto that after receiving the possession of owner's allocation flats as mentioned herein above and the entire consideration amount as Owner's allocation the Owners herein shall have no future claim or demand in respect of their allocation from the Developer.

The landowners shall not demand anything more than what is stated above.

ARTICLE-VII

PROCEDURE

1. The Land owners shall execute a Registered Power of Attorney for Development as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only. During continuation of this agreement the owners shall not in any


Atokendu Bandyopadhyay
Advocate

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way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer in no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution.

2. The Land owners shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat owners after the completion of the construction and after transfer or sale of all the flats to the said future owners hereof.

3. The Land owners shall handover physical possession of the land with the existing structure to the developer and/or his representatives within 7 Days after execution of this Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

4. The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.

5. The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as


Alokendra Bandyopadhyay
Author

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may be determined by the association or society to be formed after taking physical possession of their respective flats from the Developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats, in question among all consumers or purchasers.

ARTICLE - VIII

CONSTRUCTION

The Land owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX

POSSESSION

Immediately on execution of these presents the owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for Development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the owners and the Developer.

ARTICLE-X

BUILDING

(a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct,


Atakandu Bandyopadhyay
Advocate

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erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within **30 (Thirty) Months** from the date of sanctioning of plan by the Municipal authority.

(b) The Developer will install and erect in the said Building at their own costs, pumps, water storage over head reservoirs, electrification, permanent electric connection from the WBSEDCL/CESC and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by WBSEDCL/CESC in the said Building.

(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities after obtaining approval of the land owners.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land owners shall have no liability whatsoever in this context.

ARTICLE-XI

RATES AND TAXES

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land owners under this agreement till the Development of the property from the date of taking over the possession.



Atakrishna Bandyopadhyay

.Admcare

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(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE-XII

SERVICE AND CHARGES

(a) On completion of the Building and after possession of their respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.

(b) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipment for common use maintenance and general management of the building.

(c) The Developer in consultation with the Land owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration maintenance and other schemes and as well Association of Land Owners of the respective flats as and when formed.

ARTICLE-XIII

COMMON RESTRICTIONS

(a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bide skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.

(b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.

(17)

(c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE-XIV

LEGAL COMPLIANCE

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owners shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XVI


OWNERS' INDEMNITY

The Owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land owners.

ARTICLE-XVII

TITLE DEEDS

The Land Owners shall hand over all original documents and the title deed/deeds alongwith other related paper to the landed property such as Municipal Tax Receipts, Porcha, Khajna, Dakhila etc. to the Developer Firm in exchange of


Alakesh Bandyopadhyay
Affiliate

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proper acknowledgement receipts and such documents will be kept with the Developer until completion of the proposed multi storied building. After completion of the covered building the Developer Firm hereby undertake to hand over the said original documents to the flat owners with proper receipts.

ARTICLE-XVIII

MISCELLANEOUS

(a) The Land Owners and the Developers and the Confirming Party herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the developer and the owners but as joint venture between the parties hereto.

(b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land owners if delivery by hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land owners shall be deemed without prejudice to the owners mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.

(c) There is no existing agreement regarding the Development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the Confirming hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.

Alokendu Bandyopadhyay

Ashwari

Contd...19

(19)

(d) Each terms of this agreement shall be the consideration for the other terms.

ARTICLE-XIX

FORCE MAJEURE

1. Force Majeure is herein defined as:
 - (a) Any cause which is beyond the control of the Developer.
 - (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
 - (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machinery or equipment and power shortage.
 - (d) Transportation delay due to force majeure or accidents.
2. The Developer and/or Land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owners mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners.

ARTICLE-XX


JURISDICTION

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try, all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-XXI

ARBITRATION

All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Indian Arbitration Act, 1940 to process, the dispute and difference and any step otherwise without compliance the provision


Atikanda Banerjee
Attorney

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of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXII

GENERAL CONDITIONS

(a) All appendices in this agreement are integral parts of this agreement.

(b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land classified as "Bastu" having rayat possessory right admeasuring more or less **3Cottahs 8Chittaks** (from the Southern part) togetherwith a 100sq.ft. R. T. Shed standing thereon into and out of the total landed property measuring an area about 8 cottahs of land togetherwith two storied building standing thereon within **Mouza-Panihati**, J.L. No. 10, Re.Su. No. 32, Touzj No. 155, comprised and contained in **R.S. Dag No. 74**, under Jaminder Khatian 19, corresponding to **R.S. Khatian No. 195**, P.S. Khardah, A.D.S.R.O. Sodepur, Dist: North 24 Parganas within the local limit of Panihati Municipality, being Holding no. 1 & 2, Pathagar Road, under Ward No. 3 which is the subject property of this Development Agreement.

BUTTED AND BOUNDED

On the North : House of Land Owners.
On the South : House of Sri Ashutosh Bose
On the East : House of Sri Pran Gopal Saha.
On the West : 23ft. Wide T. N. Banerjee Road.

THE First Schedule property vividly shown and delineated in the Plan annexed hereto and boundary line marked by coloured **RED**. The said plan will be treated as a part of this Development Agreement.


Alakendu Bondyopadhyay

Signature

Contd...21