

SL No: - 8739/2018

L 8811/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 265457

certified that this document is Admitted to registration. The Signature Sheet and the endorsement Sheets attached herewith are the parts of this document

8-1912371/18

Sri Amal Ghosh Registrar Kharagpur

21 DEC 2018 DEVELOPMENT AGREEMENT

Swarna Ghosh Shelly Chowdhury

SARITHA CONSTRUCTIONS M. Saritha PARTNER

THIS AGREEMENT is made on this the 21st day of Dec., 2018;

BETWEEN

(1)SMT. SWAPNA GHOSH Wife of Sri Amal Ghosh, by nationality - Indian, by faith - Hindu, by occupation - Housewife, a resident of Kharida, Bidhanpally, P.O: Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Ward No. 17, Pin: 721301, PAN No. AJQPG6776L, Aadhaar No: 3917 1818 1912, (2)SMT. SHELLY CHOWDHURY Wife of Late Hem Chandra Chowdhury, by faith-Hindu, by Nationality-Indian, by

Signature of Swapna Ghosh  
Signature of Shelly Chowdhury

SARITHA CONSTRUCTIONS M. Saritha PARTNER

M. Shinya Saritha PARTNER



ক্রমিক নং 27806 Five thousand  
 তারিখ 18-12-2018  
 কোম্পানী Saritha Constructions  
 সা 27 New Settlement Market For M. Saritha  
 পোঃ Ichangonjy বাসা-বড়গপুর  
 ডাক  
 হেডার গ্রী



শ্রীদেবব্রত ভট্ট  
 বড়গপুর, এ, ডি, এস, আর, অফিস

5000/- 5000/-  
 Five thousand only

Swapna Ghosh

[Redacted] 727

Swapna Ghosh

[Redacted] 728

Shelley Chowdhury

[Redacted] 729

M. Saritha

[Redacted] 730

M. Shina Sarkar

At the instance of the said party...  
 The said party has deposited...  
 the amount of...  
 in the name of...  
 in the account of...



MD. Tasleem  
 Sub Registrar  
 Khairpur  
 West Bengal

21 DEC 2018

MD. Tasleem  
 S/O S.K. Mustafa  
 Panel Buis, Ward No-3  
 P.O. + P.S., PS + KGP (P)  
 Dist + Paschim Medinipur



Shelly Choudhury



Swapna Ghosh

Occupation-Housewife, a resident of Kharida, Bidhanpally, P.O:Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Ward No.17, Pin: 721301, PAN No: AQKPC2799J, Aadhaar No:5737 7491 9452, hereinafter referred to as 'OWNERS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, nominees and assigns) hereinafter referred to as the "PARTY" of the FIRST PART .

✓  
Swapna Ghosh  
Shelly Choudhury

- AND -

**SARITHA CONSTRUCTIONS**, a Partnership Firm under having it's place of business at: 37, New Settlement Market, P.O: Kharagpur, P.S: Kharagpur(Town), District: Paschim Medinipur, Pin: 721301, PAN No. ACSFS8772M, duly represented by its **PARTNERS (1) SRI M.SHIVA SHANKAR RAO** Son of Late M.M.Rao, a resident of 37, New Settlement Market, P.O:Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Pin: 721301, PAN No. ACWPR5732Q, Aadhaar No: 7888 3854 9020, (2) **SMT. M.SARITHA** Wife of Sri M.Shiva Shankar Rao, a resident of 37, New Settlement Market, P.O:Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, by faith-Hindu, by Nationality-Indian, by Occupation-Business, PAN No. BBJPS2121R, Aadhaar No: 6175 8107 1239, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **SECOND PART**.

SARITHA CONSTRUCTIONS  
M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS  
M. Shiva Shankar Rao  
PARTNER

WHEREAS the Owners are the exclusive owners of a Plot of land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza-





M. Shiva Shankar



Swapna Ghosh  
Shelly Choudhury

Kharida, J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land **has been** demolished by the owner, hereinafter referred to as the below scheduled property.

WHEREAS the below scheduled property along with other properties originally belonged to one Sk. Gulam Mohammad and Sk. Gulam Mohammad was recorded owner of R.S.R.O.R. Record in respect of 31 decimals of land together with the 66 years old two storied pucca building as morefully described in the aforesaid and was the recorded owner in respect of R.S. Khatian No.19/1, R.S. Plot No.453 and as the recorded owner Sk. Gulam Mohammad paid rent/ khajna to the State of West Bengal through the Block Land & Land Reforms Officer and has been exercising right, title, interest and possession over the entire 31 decimals of land in the said plot and while in exercise of such right, title, interest and possession Sk. Gulam Mohammad by way of a Deed of Gift/ Hebanama/Nirupan Patra/Deed of Settlement the entire property in favour of his son Sk. Oli Mohammad son of Sk. Gulam Mohammad and the said Deed was duly executed and registered in the Office of Additional District Sub- Registrar at Kharagpur being Deed No.1718 dated: 20/04/1965 and ever since the said Deed of Gift executed and registered in favour of Sk. Oli Mohammad he has been exercising right, title, interest and possession over the same and while in exercise of such right, title, interest and possession Sk. Oli Mohammad sold, transferred and conveyed 27 decimals of land along with the above stated constructed house thereupon to Smt. Pratima Roy wife of Sri Kshitish Chandra Roy a resident of Kharida, Bidhanpally, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, District: Paschim Medinipur now then Midnapore and the said Deed of Sale was duly entered in Book No.1, Volume No:13, Page

SARITHA CONSTRUCTIONS  
M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS  
M. Shiva Shankar  
PARTNER

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along with Smt. Santana Ghosh and Bandana Biswas sold, transferred and conveyed the 11.50 decimals of land to the Owner no.1 by way of registered Deed of Sale executed and registered in her favour in the Office of Additional Registrar of Assurance of the A.R.A-III, Kolkata and duly entered in Book No.1, Volume No.1903-2016, Page No.76599 – 76631 being Deed No. 190301829 for the year 2016 and upon the said Deed of Sale the present owner no.1 has been exercising her 11.50 decimals of land vacant land as the old residential building on the said plot of land has been demolished by the owner as morefully described in First Schedule-(A).

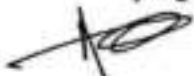
SARITHA CONSTRUCTIONS  
M. Sarika  
PARTNER

#### A N D

**WHEREAS** by another Deed of Sale Ashok Kumar Ray duly represented by his constituted attorney Dr. Amarendra Kumar Biswas along with Smt. Santana Ghosh and Bandana Biswas sold, transferred and conveyed the 11.50 decimals of land vacant land as the old residential building on the said plot of land has been demolished by the owner to the Owner no.2 by way of registered Deed of Sale executed and registered in her favour in the Office of Additional Registrar of Assurance of the A.R.A-III, Kolkata and duly entered in Book No.1, Volume No.1903-2016, Page No.76665 – 76697 being Deed No. 1903001828 for the year 2016 and upon the said Deed of Sale the present owner no.2 has been exercising her 11.50 decimals of land vacant land as the old residential building on the said plot of land has been demolished by the owner as morefully described in First Schedule-(B).

SARITHA CONSTRUCTIONS  
M. Shiva Shankar  
PARTNER

- (1) The First Part herein is the absolute **OWNERS** of ALL THAT the piece and parcel of revenue free land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O:





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No. 104 to 109 being Deed No. 500 for the year 1965 dated: 25/02/1965 and ever since the said Deed of Sale executed and registered in favour of the present Owner she has been exercising absolute right, title, interest and possession over the entire 27 decimals of land and while in exercise of such right, title, interest and possession Smt. Pratima Roy executed a Deed of Gift in favour of his son Ashok Kumar Ray son of Khitish Chandra Ray a resident of Kharida, Fatakbar, P.O:Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur and her two married daughters Smt. Santana Ghosh wife of Sri Nagesh Chandra Ghosh, then residing at South Side, P.O:Kharagpur, P.S: Kharagpur(Town), S.R.O: Kharagpur, District: Paschim Medinipur and to Smt. Bandana Biswas wife of Dr. Amarendra Kumar Biswas, resident of A-6, Port Hospital Park, New Alipore, Calcutta then now Kolkata and the said Deed of Gift was duly executed and registered in the Office of 2<sup>nd</sup> Joint Sub-Registrar at Kharagpur now A.D.S.R; Kharagpur and the said Deed of Gift was duly executed and registered on 30<sup>th</sup> day of June, 1988 and duly entered in Book No.1, Volume No.48, Page No. 235 to 241 being Deed No.3106 for the year 1988 dated: 30/06/1988 and ever since the said Deed of Gift was executed and registered in their favour they have been exercising their right, title, interest and possession and while in exercise of their right, title, interest and possession Sri Ashok Kumar Ray son of Late Khitish Chandra Ray executed a Power of Attorney authorizing, constituting, appointing and nominating Sri Debasish Biswas son of Late Amarendra Kumar Biswas, a resident of Sky Line Apartment, Block - E, Flat No.1A & 1B, 79 K.D. Mukherjee Road, P.O:Parnasree, P.S:Parnasree, Kolkata, Pin: 7000 060, District: South 24 Parganas and the said Power of Attorney was duly executed and registered in the Office of Additional Registrar of Assurances-III, Kolkata being No. IV-01663/13 and thereafter Ashok Kumar Ray duly represented by his constituted attorney Dr. Amarendra Kumar Biswas

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M. Sarita  
PARTNER

SARITHA CONSTRUCTIONS

M. Shiva Shankar Das  
PARTNER



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Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner, hereinafter referred to as the said **PROPERTY/PREMISES** (morefully described in the First Schedule hereunder written) and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispence, attachment, trust, whatsoever and howsoever.

- (2) The First part approached the Developer herein to develop the said property and the Developer herein agreed to the same upon constructing a multi storied building thereon.
- (3) The OWNER further confirmed that except the OWNER herein there is none to claim in the said Property.
- (4) The First part will satisfy the Developer and /or its representatives regarding his absolute right title interest in the said property.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

**ARTICLE - I : REPRESENTATION AND ASSURANCES OF THE OWNER**

1. BEFORE EXECUTION OF THIS AGREEMENT THE OWNER HAVE REPRESENTED AND ASSURED TO THE DEVELOPER AS FOLLOWS:-



SARITHA CONSTRUCTIONS

M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS

M. Shiva Shankar  
PARTNER

Swapna Ghosh  
Shelley Chowdhury

- (i) That the said property is free from all encumbrances, charges, liens, lis-pendens, attachments whatsoever or howsoever;
- (ii) That excepting the present OWNER nobody has any right, title, interest, claim, demand, whatsoever, or howsoever, into or upon the said property;
- (iii) That there is no notice or acquisition or requisition received or pending in respect of the said Property or any portion thereof;
- (iv) The OWNER also assured that the said property does not fall under the Urban Land (Ceiling & Regulation) Act 1976;
- (v) The OWNER have declared to the Developer that the OWNER have a marketable title in respect of the said premises including the said building situated thereon without any claim, right, title, interest of any person thereon or therein and the OWNER have absolute right to enter into this agreement with the Developer and the OWNER hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands whatsoever with regard to the title and Ownership of the OWNER ;
- (vi) There are no tenant/tenants in the said property and the OWNER is enjoying uninterrupted physical and khas possession of the said property.

SARITHA CONSTRUCTIONS

M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS

M. Shiva Shankar  
PARTNER



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- (vii) The OWNER shall handover the area of the said premises free from all types of encumbrances simultaneously with this Development Agreement.
- (viii) That the OWNER have not entered into any agreement with any other person or person/company or companies in connection with the development/sale/transfer of his right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement.

**ARTICLE - II : REPRESENTATION AND ASSURANCES OF THE DEVELOPER**

- 2.1 The Developer has represented that the Developer has prima facie satisfied with regard to the title of the property. The Developer shall cause all necessary searches at its own costs with regard to the marketability of the title of the property and shall cause paper publication. However, the OWNER hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof.
- 2.2 The Developer has received physical possession of the land lying and situated revenue free land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No.

SARITHA CONSTRUCTIONS

M. Saeetha  
PARTNER

SARITHA CONSTRUCTIONS

M. Shina Shankar  
PARTNER

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17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner from the OWNER in terms of this Development Agreement.

**ARTICLE - III : DEFINITION**

3. In this Agreement unless there be something contrary or repugnant to the subject or context:-

- (i) **ADVOCATE** - shall mean SRI SUROJIT DUTTA, Advocate, Inda-Vidyasagarpur, P.O: Inda, P.S:Kharagpur(Town), District: Paschim Medinipur, Pin: 721305.
- (ii) **ARCHITECT** - shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said land.
- (iii) **ASSOCIATION** - shall mean a society or Association to be promoted and formed by the Developer for maintenance of the said residential building.
- (iv) **PARKING SPACE** - shall mean the covered/ open space in the premises for parking of a medium sized motorcars.
- (v) **PREMISES/PROPERTY** - shall mean land measuring about piece and parcel of revenue free land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida,



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M. Saritha  
PARTNER

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M. Shiva Shankar mm.  
PARTNER



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J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner more fully described in the Schedule hereunder written delineated in the plan or map annexed hereto and border in red thereon.

- (vi) **OWNERS** - shall mean (1)**SMT. SWAPNA GHOSH** Wife of Sri Amal Ghosh, by nationality – Indian, by faith – Hindu, by occupation – Housewife, a resident of Kharida, Bidhanpally, P.O: Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Ward No. 17, Pin: 721301, **PAN No. AJQPG 3776L, Aadhaar No: 3917 1818 1912;** (2)**SMT. SHELLY CHOWDHURY** Wife of Late Hem Chandra Chowdhury, by faith-Hindu, by Nationality-Indian, by Occupation-Housewife, a resident of Kharida, Bidhanpally, P.O: Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Ward No.17, Pin: 721301, **PAN No: AQKPC2799J, Aadhaar No: 5737 7491 9452,** and their successors, legal representatives, executors, administrators and/or assigns.
- (vii) **DEVELOPER** - shall mean **SARITHA CONSTRUCTIONS**, a Partnership Firm under having it's place of business at: 37, New Settlement Market, P.O: Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. ACSFS8772M,** duly represented by its **PARTNERS (1) SRI**

SARITHA CONSTRUCTIONS  
M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS  
M. Shina Shanta m.  
PARTNER

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Shelly Choudhury

**M.SHIVA SHANKAR RAO** Son of Late M.M. Rao, a resident of 37, New Settlement Market, P.O: Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. ACWPR5732Q, Aadhaar No7888 3854 9020, (2) SMT. M.SARITHA** Wife of Sri M. Shiva Shankar Rao, a resident of 37, New Settlement Market, P.O:Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, by faith-Hindu, by Nationality-Indian, by Occupation-Business, **PAN No. BBJPS2121R, Aadhaar No:6175 8107 1239**, which includes its successor/successors in interest, legal representatives, executors, administrators.

SARITHA CONSTRUCTIONS  
M. Saritha  
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- (viii) **MULTISTORIED RESIDENTIAL BUILDING** - shall mean the building to be constructed on the said land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner, by the Developer in accordance with the plan to be sanctioned by Kharagpur Municipality.

SARITHA CONSTRUCTIONS  
M. Shiva Shankar Rao  
PARTNER

- (ix) **BUILDING PLAN** -- shall mean the plan or plans of the proposed buildings to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on





Swapna Ghosh  
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behalf of the OWNER to Kharagpur Municipality for obtaining sanction at the cost and efforts of the Developer for construction of multi-storied residential-cum-commercial building to be constructed on the land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner and the same to be sanctioned by Kharagpur Municipality and shall include any revised and/or amendment thereto and/or modification therein or caused to be made by the Developer with the consent of the OWNER from time to time.

(x) OWNER'S ALLOCATION -

PART-I : OWNER NO:1, SMT. SWAPNA GHOSH's ALLOCATION

OWNER NO: 1's ALLOCATION - shall mean eight self contained flats one such flat shall be a 3 B.H.K. Flat measuring-1300 sq.ft. super built up area in Block No: 'B' and three flats shall be 2 B.H.K. Flats measuring-920 sq.ft. super built up area in the second floor, and top floor respectively of Block No: 'B' and four flats shall be of 2 B.H.K. measuring-980 sq.ft. super built up area in Block No: 'A' in the third floor, sanctioned area in the proposed building to be constructed along with five covered parking area at the

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M. Saritha  
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said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

**PART-I : OWNER NO:2, SMT. SHELLY CHOWDHURY'S ALLOCATION**

**OWNER NO: 2's ALLOCATION - OWNER NO: 2's ALLOCATION** - shall mean eight self contained flats one such flat shall be a 3 B.H.K. Flat measuring-1300 sq.ft. super built up area in Block No: 'B' on the third floor and three flats shall be 2 B.H.K. Flat measuring-920 sq.ft. super built up area in the third floor, fourth floor and top floor respectively of Block No: 'B' and four flats shall be of 2 B.H.K. measuring-980 sq.ft. super built up area in Block No: 'A' in the fourth floor, sanctioned area in the proposed building to be constructed along with five covered parking area at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

SARITHA CONSTRUCTIONS  
M. Saritha  
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- (xi) **DEVELOPER'S ALLOCATION** - shall mean the rest of the total sanctioned area and car parking spaces, on the ground floor of the proposed building together with entirety of the roof in the proposed building to be constructed at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis, as fully and particularly set-out in **PART-II** of the **SECOND SCHEDULE** hereunder written.

SARITHA CONSTRUCTIONS  
M. Shiva Shantanu  
PARTNER

- (xii) **COMMON AREA AND FACILITIES**- shall mean staircase, pathways, right over the service area, corridor, drains, sanitary, water





Swapna Ghosh  
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pipes, electric and telephone wiring, statutory fire fighting facilities, lift, lift shafts, corridors, passage ways, drive ways, entrance, motor room, water pump room, water reservoir, overhead water tanks, generator room and facility whatsoever appurtenant to the said proposed multistoried residential-cum-commercial building.

- (xiii) **LAND** – shall mean all those lands and ground consisting an area of about **ALL THAT** the piece and parcel of revenue free land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza - Kharida, J.L. No. 194, R.S,Khatian No.17, R.S. .Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No: 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner.

- (xiv) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building/s and the said Premises and in particular the Common Areas and Installations and other common purposes and rendition of services in common to the purchasers / holders of units therein.

- (xv) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the New

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M. Saritha  
PARTNER

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M. Shina Shanta  
PARTNER

Shwapna Ghosh  
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Building/s and the said Premises and in particular the common areas and installations, rendition of services in common to the purchasers / holders of units in the New Building/s, collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers / holders of units in the New Building/s.

(xvi) **UNITS** shall mean all the saleable spaces / constructed areas in the New Building/s, be they flats, apartments, shops, offices, showrooms, commercial / retail spaces etc., capable of being independently and exclusively held used occupied and enjoyed and shall include the open terraces, if any attached to any unit/s.

(xvii) **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the OWNER's Allocation as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

(xviii) **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders

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M. Saritha  
PARTNER

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M. Shiva Shankar  
PARTNER



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of any government/ civic bodies/Kharagpur Municipality or any other authorities.

- (xix) **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- (xx) **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.
- (xxi) **DELIVERY OF POSSESSION** - Simultaneously with the execution of this Development Agreement, the OWNER shall vacate and deliver, vacant possession of entirety of the said vacant land to the Developer so as to enable the Developer to proceed with the development of the said Premises in terms hereof and shall also handover all the Original Papers relating to the said Property.
- (xxii) Words importing **singular** shall include **plural** and vice versa.
- (xxiii) Words importing **masculine** gender shall include **Feminine** and **Neuter** genders **And**

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PARTNER

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likewise words importing feminine gender shall include masculine and neuter genders And similarly words importing Neuter gender shall include masculine and feminine genders.

#### ARTICLE - IV : INTERPRETATIONS

#### 4. INTERPRETATIONS : In this Agreement (save to the extent that the context otherwise so requires):

- (i) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- (ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- (iii) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- (iv) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.



SARITHA CONSTRUCTIONS  
M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS  
M. Shiva Shankar  
PARTNER



Swafna Ghosh  
Shelby Chowdhury

- (v) The Schedules to this Agreement shall have effect and be construed as an integral part of this agreement.

**ARTICLE - V : DEVELOPER'S RIGHTS AND OBLIGATION**

**5.1 DEVELOPER'S RIGHTS :**

(a) The Developer shall cause a paper publication of this Development transaction in the newspaper and shall make necessary searches before the concerned authority and the OWNER shall be liable to make marketable title of the said property.

(b) The OWNER doth hereby permit and grant exclusive right to the Developer to develop the said Premises/Property by constructing New Building/s thereat in accordance with the plan as be sanctioned by the concerned authorities for mutual benefit and for the consideration and on the terms and conditions herein contained.

(c) That the OWNER do hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer can get the necessary map or plan prepared by a duly authorized Architect for being submitted to the Kharagpur Municipality (hereinafter called as Municipality) for sanction and shall construct, erect and complete the Multistoried Residential Building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said MUNICIPALITY (including modification thereof) and specifications as provided in the Third Schedule written hereunder.



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PARTNER

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Shelby Choudhury

(d) The rights granted to the Developer to develop the said Premises shall not be revoked or terminated by the OWNER so long the Developer is ready and willing to comply with its obligations herein contained and to act in terms of this agreement.

(e) Simultaneously with sanction of the Plan, the Developer shall undertake the work of construction thereat.

(f) It is recorded that the OWNER have in the meantime deposited the original title deeds of the said Premises with the Developer inter alia for purposes related to plan sanction, approval of projects by banks / financial institutions etc., and other purposes with liberty to the Developer to deliver the same to banks / financial institutions etc. in case so required to enable the Developer for obtaining loans etc., from such banks / financial institutions etc. by creating charge or lien on the Developer's Allocation and shall also give a consent letter for property mortgage in favour of the Banks and financial institutions PROVIDED HOWEVER no financial liability shall be foisted upon the OWNER in any manner whatsoever or on the OWNER's Allocation.

(g) Immediately after delivery of possession of the said Premises by the OWNER to the Developer, the Developer shall be entitled to demolish the existing structures if any at the said Premises (including foundation thereof).

(h) The Developer shall prepare the plan for construction of Building/s at the said Premises in consultation with the OWNER and shall apply to the

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SARITHA CONSTRUCTIONS  
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PARTNER



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Shelby Chowdhury

concerned authorities for sanction of the same on behalf of the OWNER.

(i) During preparation and sanction of the plan, the Developer shall endeavor to utilize maximum possible FAR (Floor Area Ratio)/FSI (Floor Space Index) available in respect of the said Premises.

(j) In case any permission or clearance or no objection of any authority be required for plan sanction, construction and development etc. [including clearances under the Urban Land (Ceiling & Regulation) Act, 1976], then the OWNER shall render all assistance and co-operation to the Developer in obtaining the same.

(k) In case the OWNER make any request to the Developer in writing seeking structural / civil changes in the OWNER' Allocation after sanction of the plan, then the OWNER shall be liable for all costs and expenses in connection therewith.

(l) In case after sanction of the plan, any additional floor / storey / area is sanctioned by the concerned authorities, then the same shall belong to the Developer and owner/s in the same ratio as calculated while allotting the owner's allocation.

(m) The sanction fee for sanction of the plan for the New Building/s shall be borne and paid by the Developer.

(n) For the purposes connected with the preparation, submission and sanctioning of the plans, the OWNER shall render all co-operation and assistance to the Developer in getting the premises



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M. Shweta Chowdhury  
PARTNER

Swapna Ghosh  
Shelley Chowdhury

surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents and other papers and documents, if available, relating to the said Premises as may from time to time be required of by the Developer and/or the Architects.

(o) The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building/s and obtaining inputs, utilities and facilities therein and the OWNER agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.

(p) For the purpose of construction of the New Building/s, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the OWNER shall not in any way be liable or responsible for their salaries, wages, remuneration and any other statutory liabilities etc.

## 5.2 THE DEVELOPER SHALL BE ENTITLED :-

- a. To construct and complete the said multi-storied residential building in all respect in terms of this Agreement and in accordance with the plan to be sanctioned by the

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M. Saritha  
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SARITHA CONSTRUCTIONS  
M. Shiva Shankar  
PARTNER

*Swapna Ghosh  
Shelby Chowdhury*

authorities concerned and as per the specifications mentioned in the Third Schedule within the specified time stated hereinabove.

- b. To enjoy, negotiate and enter into Agreement for Sale with buyers and accept advance and/or consideration money for the disposal of Developer's allocation as its may think fit and proper from all such person or persons of this choice, without any interference from the OWNER.
  
- c. The Developer will be entitled to enter into an Agreement for Sale and/or transfer the respective share of its own allocation in the proposed building and for entering into such agreement with the prospective buyers the Developer shall be at liberty not to make the OWNER as party to the said Agreements, provided, however, at the time of execution of the Deed of Conveyance the Constituted Attorney of the OWNER shall represent the Owner to such Deed along with the Developer. It is, however, agreed between the parties hereof that the OWNER shall not be required to join as party to the Agreement for Sale with the prospective buyers of the Developer's allocation as no consideration is received by the OWNER with regard to the sale of Developer's allocation and for which the OWNER agree to grant a Power of Attorney to the Developer. It is further made clear that the OWNER shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation.

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*M. Saritha*  
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SARITHA CONSTRUCTIONS  
*M. Shiva Shankar*  
PARTNER



Swarna Ghosh  
Shelby-Chowdhury

**5.3 Developer's Obligation** – it shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :-

- a) To obtain the sanctioned plan of the proposed building from the Kharagpur Municipality and/or such other statutory authority or authorities for the land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner and all such costs in regard to the said affairs will be carried by the Developer.
- b) Immediately after obtaining sanction plan, before delivery of possession of the said property it has been agreed between the parties that the OWNER and the Developer shall duly demarcate their aforesaid respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto.
- c) To commence the construction of the proposed building from the date of obtaining the sanction plan of the proposed building from the Kharagpur Municipality(subject to obtaining vacant possession thereof) and to complete the

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PARTNER

*Swarna Ghosh*  
*Shelby Chandhary*

construction of the proposed building within 24 (twenty four) months from the date of delivery of possession simultaneously with this agreement.

- d) That within one year from the date of completion of the building, the Developer shall furnish not only the completion certificate issued by the Kharagpur Municipality but also the certificate of the structure engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of 1 year from the date of completion of the building and handing over the OWNER 's allocation thereof.
- e) That the Developer shall construct and complete the said Multi-storied residential building as per sanctioned plan and specification as per third Schedule as already agreed upon and shall undertake full responsibility and the OWNER shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the OWNER fully indemnified at all times against any loss or damage which may be caused to the OWNER or any one else due to any accident during construction or for unauthorized construction (if any) in deviation

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Shelley Chatterjee

of the sanctioned plan and/or due to any other cause whatsoever.

- f) That in consideration to the Developer constructing the said building and the terms and conditions contained in this Agreement and the obligation to be fulfilled by the Developer, the Developer shall be entitled to demarcate the Developer's allocation on the sanction building plan.

**5.4 The Developer further Agrees :**

- a) To incur all costs, charges and expenses for obtaining the sanctioned plan of the building to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Kharagpur Municipality and any other Competent Authority.
- b) To get the said plan prepare and after due approval of the same by the OWNER to submit the same to the Kharagpur Municipality and/or other authorities after completion of necessary searches and on OWNER making out a marketable title in respect of the said property.
- c) To frame rules and regulations regarding the use of the respective allocation of the space of the OWNER and Developer or their nominee or nominees of to form the Management Association and/or residential cum commercial OWNER Association and/or Society for the ultimate Owner or OWNER of the proposed building or buildings only with the written

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Swapna Ghosh  
Shelby Chowdhury

approval of the OWNER and other residential cum commercial buyers.

- d) That subject to Force Majeure, the Developer shall handover the part of the constructed multi-storied residential cum commercial building i.e. to the OWNER' allocation within 24 (twenty four) months from the date of delivery of possession of the said property by the OWNER simultaneously with the execution of this agreement.
- e) That the entirety of the OWNER' allocation shall be handed over by the Developer at a time and not in piecemeal manner subject to payment of all the Taxes, Deposits, other charges, as may be notified to the owner.
- f) The Developer shall construct the New Building/s in good substantial and workman like manner and use new and good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the OWNER' Allocation shall be as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- g) It is agreed between the Parties that the design, specification, quality of construction / finishing materials used in Owner's Allocation shall be at par with those used in the Developer's Allocation.
- h) The Developer shall be entitled to as well as obliged to apply for and obtain connections for water, electricity, drainage, sewerage and other



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inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building/s at its own costs and expenses either in the name of the Developer and/or the OWNER and for that or otherwise to close down and have disconnected the existing connections etc.

- i) It is further agreed that if any financial liability is created during the construction of the buildings, the same shall be solely on the Developer and the OWNER shall not be liable in any manner whatsoever.
- j) The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building/s and shall not violate any Municipal or other statutory rules and laws and abide by and observe the rules procedures and practices usually followed in making construction of New Building/s and shall indemnify the OWNER for causing loss, if any, due to the action of the Developer.
- k) The Developer, while making construction of the New Building/s, shall ensure that there is no deviation from the Building Sanction Plan save those which are sanctionable or can be regularised subsequently and done with the consent of the Architects and the Developer shall keep the OWNER indemnified against all actions suits proceedings costs charges



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expenses demands consequences in respect thereof.

## ARTICLE -VI : OWNER 'S COVENANTS, RIGHTS AND OBLIGATIONS

### 6.1 OWNER 'S OBLIGATIONS :

- a) The OWNER shall be liable to pay all outgoings and all municipal taxes and charges uptill the delivery of vacant possession to the Developer.
- b) The OWNER shall take all steps for mutation of their names in the records of the Kharagpur Municipality in respect of the said property.
- c) Before taking possession of the Owner's Allocation; the OWNER shall pay requisite G.S.T. and other Taxes in respect of the Owner's Allocation to the concerned authority through the Developer at the applicable rate and the Owner shall also pay other Charges e.g. Generator, Transformer, Maintenance charges, Legal Charges and other charges, as may be notified to the Owner from time to time.
- d) To sign and execute all necessary plans, papers, undertakings, affidavits, documents, declaration, deeds which may be required for obtaining any modification of the sanction plan of the proposed building and constructed of the proposed building in terms of this Agreement.
- e) To sign and execute all necessary papers, undertakings, affidavits, documents,



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PARTNER



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*Shelly Chowdhury*

declaration, deeds which may be required for obtaining loan help from the Bank and Financial Institutions in order to construct the said multi-storied building in the said property and has agreed to assign, mortgage the said property for the said purpose.

- f) To co-operate with the Developer for construction and completion of the multi-storied residential cum commercial building at the said land measuring about 23 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur; S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S.Khatian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner.
- g) That the OWNER shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after full completion of construction of the building and all consideration arising therefrom shall be on Developer's account and be appropriate by the Developer towards the cost of construction of the Owner's allocation thereof.
- h) To sign and execute all Agreement for Sale, deed of Conveyances in respect of the

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SARITHA CONSTRUCTIONS

*M. Shiva Sharmam.*  
PARTNER



*Swarna Ghosh*  
*Shelly Chowdhury*

Developer's allocation and present the same before Registration authority for registration.

**6.2 THE OWNERS HAVE FURTHER AGREED AND COVENANT AS FOLLOWS :-**

- a) Not to sell, transfer, alienate or encumber his right over the said premises except his allocation as Owner's share in the proposed multi-storied residential building subject to such fulfilling the terms of this Agreement by such transfer.
- b) Not to cause any obstruction or interference in the construction, erection and completion of the multi-storied residential building on the said premises.
- c) To execute a Registered Power of Attorney appointing the Developer as his Constituted Attorney authorizing to execute Agreement for Sale, Deed of conveyance, Sale to intending Purchaser/s, sign and execute any relevant papers relating to the Sale Deed and to appear before the registration authority to complete the registration in respect of Developer's allocation aforesaid and/or constructed area of the proposed building including proportionate share of land and common rights and facilities attached thereto and the Developer shall be entitled to handover the possession of the Developer's allocation to the intending Purchaser/s. The Developer shall also be entitled to mortgage the Developer's allocation or portion thereof in terms of this presents for obtaining loan by the intending Purchaser/s

*[Signature]*

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PARTNER

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*M. Usha Chatterjee*  
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and do all deeds and things necessary for completion of the project.

- d) The name of the apartment shall be such that it starts with the letter "KRISHNA SHREE ENCLAVE-III".
- e) The OWNERS do hereby as and by way of negative covenants undertake to the Developer:
- (I) Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, or any part thereof without the consent in writing of the Developer, save and except the OWNER's Allocation in the said New building as herein mentioned.
- (II) The Developer shall decide the selling rate of the said constructed area and the Owners shall not sell the Owner's Allocation to third Parties below the said selling rate.
- (III) Not to induct any person as a tenant or otherwise into or upon the said Premises.
- f) The OWNERS agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the proposed New Building/s at the premises by the Developer and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building/s or selling or



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SARITHA CONSTRUCTIONS

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otherwise transferring the Developer's Allocation and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.

- g) To enable the Developer to develop the said Premises, the OWNERS shall sign execute and deliver and produce all papers documents instruments writings plans affidavits title deeds etc., as be reasonably required by the Developer from time to time therefor.
- h) For smooth and expeditious construction and completion of the Building at the said Premises, the OWNERS shall not unduly interfere in the day to day work of construction.
- i) Before, during or after the construction of the new multistoried building, the OWNERS shall not interfere with the possession of the Developer in the said premises and shall remain with the Developer free from all types of encumbrances.

6.3 In the event of the new construction work being delayed and/or destroyed by earthquake, tempest or other act or God, Fire, Riots, Legal problems, Civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 24 months.

Simultaneously, if the construction work, while in progress, being delayed due to any reason under the



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ambit of the Developer beyond 24 months, the OWNERS shall be liable to receive a compensation of Rs. 10,000/- per month for the months delayed.

6.4 That the said property is now free from all encumbrances as is declared by the OWNERS and during the construction work if any sort of legal complication as to the right, title and interest of the OWNERS shall appear over any encumbrances is found, the OWNERS shall be held responsible to answer and remove all such legal complications / defects regarding his right, title and interest in the property at his own cost and expenses. The Developer shall not be made liable and/or responsible on all out of such unwarranted and unforeseen situation and shall not be held liable and/or responsible for delay so far in completion of the construction work. It is further agreed that the Developer shall extend all possible help to the OWNERS for sorting out any problem or defects, if any.

6.5 That the OWNERS hereby agrees and covenants with the Developer to not to violate or contravene any of the clause on this presents and the OWNERS do and keeps the Developer indemnified against all such claims and damages that may suffered by the Developer because of such violation and/or contraventions.

6.6 That the OWNERS do hereby declare that no suits/cases either Civil or Criminal and/or any other proceedings are pending in any Court of law in respect of the Schedule referred property and if so, the OWNERS shall be held liable to compound, compromise, withdraw, settled with the litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.

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PARTNER



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Shelby Chowdhury

ambit of the Developer beyond 24 months, the OWNERS shall be liable to receive a compensation of Rs. 10,000/- per month for the months delayed.

6.4 That the said property is now free from all encumbrances as is declared by the OWNERS and during the construction work if any sort of legal complication as to the right, title and interest of the OWNERS shall appear over any encumbrances is found, the OWNERS shall be held responsible to answer and remove all such legal complications / defects regarding his right, title and interest in the property at his own cost and expenses. The Developer shall not be made liable and/or responsible on all out of such unwarranted and unforeseen situation and shall not be held liable and/or responsible for delay so far in completion of the construction work. It is further agreed that the Developer shall extend all possible help to the OWNERS for sorting out any problem or defects, if any.

6.5 That the OWNERS hereby agrees and covenants with the Developer to not to violate or contravene any of the clause on this presents and the OWNERS do and keeps the Developer indemnified against all such claims and damages that may suffered by the Developer because of such violation and/or contraventions.

6.6 That the OWNERS do hereby declare that no suits/cases either Civil or Criminal and/or any other proceedings are pending in any Court of law in respect of the Schedule referred property and if so, the OWNERS shall be held liable to compound, compromise, withdraw, settled with the litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.



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SARITHA CONSTRUCTIONS  
M. Shina Shankar Das  
PARTNER



Shafiq Ghosh  
Shelly Chowdhury

6.7 The OWNERS do hereby agrees and covenants with the Developer to not to cause any interference or hindrance in the construction of the multi-storied building at the said entire property by the Developer.

6.8 The OWNERS shall execute further registered Power of Attorney in favour of the Developer to enable the Developer to undertake construction erection and completion of the said Project and such Power of Attorney shall remain in full force has agreed that the Developer shall be entitled to mortgage the entire land to the Bank or Financial Institution for obtaining loan for smooth completion of the construction. The OWNERS shall also execute a registered Power of Attorney in favour of the Developer relating to sell Developer's Allocation of the property however shall not be financially responsible and/or able for any act done under the same. The said Power of Attorneys shall be irrevocable.

6.9 As and when called upon by the Developer, the OWNERS shall sign and execute the Plan, Drawings, Elevations, Sections, Forms, Applications and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to time for permissions, approvals, sanction, consent, quota, license, or otherwise relating to or arising out of construction, erection and completion of the said residential cum commercial building at the said Premises or as may be required from time to time by the Developer, without any delay, refusal, claim or demand.

6.10 The OWNERS shall also provide the Developer and/or its authorized nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the building as well as for representing it before all concerned authorities including

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execution all relevant papers, documents, instruments, deeds, writing in accordance with law.

6.11 Till the date of delivery of vacant and peaceful possession of the said entire property and every part thereof to the Developer, all taxes, levies, impositions and outgoings relating to and arising out of each of the land shall be paid and borne by the OWNERS shown as outstanding as on the said date either determined and demanded for the said period and keep the Developer duly indemnified against all or any claim demand, certificate, liability, penalty, cost, expense, prejudice or damages, if any incurred or suffered by the said Developer therefore.

6.12 The OWNERS shall not do any act deed or things whereby the Developer may be prevented from construction and completion of the said multi residential cum commercial building provided the Developer acts in terms of this Agreement.

**ARTICLE - VII : SPACE ALLOCATION**

7.1 The OWNER 's Allocation is detailed out in PART - I of the **SECOND SCHEDULE** hereunder written and the Developer's Allocation is detailed out in PART - II of the **SECOND SCHEDULE** hereunder written.

7.2 In lieu of the Developer constructing the New Building/s at its own costs (which includes, inter alia, the OWNER's Allocation) and agreeing to allocate and deliver possession of the OWNER 's Allocation therein to the OWNERS as stated herein, the Developer shall have the exclusive right to hold own use posses occupy enjoy sell transfer deal with and dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said

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premises and also in the Common Areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively PROVIDED HOWEVER, the same shall not create any financial liability on the said premises or on the OWNERS and the Developer shall be solely responsible for the same and such action of the Developer shall be subject to successful completion of the project.

- 7.3 It is agreed by and between the parties herein i.e., the OWNERS and Developer that if the developer shall not make any construction including construction of any additional floor beyond the sanction plan, without proper permission of the OWNERS and should satisfy the OWNERS that the same is structurally secure and does not pose any risk to their residence.

**ARTICLE-VIII- DELIVERY OF POSSESSION**

- 8.1 The OWNERS shall demarcate the said property and shall hand over physical possession of the said premises/Property with the execution of this Agreement.
- 8.2 The Developer shall at its own costs cause the existing building if any and other structures standing at the said Premises to be demolished and appropriate the net proceeds of the salvage to them. The OWNERS shall not have any claim and/or demand upon the salvage of the existing building and structures.
- 8.3 The Developer hereby agrees to complete the construction of the building within 24 months from the date of receipt of vacant and khas possession of the

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*Swapna Ghosh*  
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said Premises in its entirety or the date of sanction building plan by the Kharagpur Municipality, whichever is later (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said OWNER's Allocation, however such extension shall be mutually agreed by and between the OWNERS and the Developer.

- 8.4 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the OWNER's Allocation is delivered and/or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the OWNERS fail and/or neglect to take possession of the OWNER's Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**).

- 8.5 The Developer shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the OWNERS at the cost of the nominee/s of the OWNER.



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*M. Saeetha*  
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Shelby Chowdhury

#### ARTICLE -IX- ARCHITECTS, ENGINEERS, ETC

- 9.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint the Architect for the said building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final conclusive and binding on the parties.
- 9.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

SARITHA CONSTRUCTIONS  
M. Saritha  
PARTNER

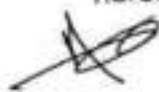
SARITHA CONSTRUCTIONS  
N. Shiva Shankar  
PARTNER

#### ARTICLE-X-INDEMNITY

- 10.1 The Developer hereby agrees and covenants with the OWNERS not to assign its rights under this agreement in respect of the said Premises/Property, however it shall not in any way debar the Developer from selling and transferring its share and/or for commercially exploiting the said New Building after providing OWNER's Allocation to the OWNERS in terms of this Agreement.
- 10.2 The OWNER shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the OWNERS and shall always keep the Developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises/ Property.

Swapna Ghosh  
Shelley Chowdhury

- 10.3 It has been agreed by and between the parties hereto that in the event of any claim and/or encumbrance being invoked in respect of the said Premises/Property or any part thereof by any third party due to any act, deed, matter or thing done and/or caused to be done and in any manner concerning the said Premises the entirety of all such claims, demands, losses, consequences shall entirely and exclusively be borne by the OWNERS herein and the Developer shall not be held liable nor responsible for bearing any consequence in respect thereof in any capacity thereof.
- 10.4 The Developer shall be fully responsible for any deviation or un-authorized construction or accident or mishap while making any construction and in no event the OWNERS shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the OWNERS against all losses liabilities costs or third party claims actions or proceedings thus arising.
- 10.5 The OWNERS doth hereby agree and covenant with the Developer as follows:
- i) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the premises by the Developer and/or its agents.
  - ii) in case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNERS as envisaged herein (as stated in the schedule of Developer's



SARITHA CONSTRUCTIONS  
M. Sarita  
PARTNER

SARITHA CONSTRUCTIONS  
M. Shiva  
PARTNER



Swapna Ghosh  
Shelby Chowdhury

Allocation), which is to be obtained by the OWNERS, then the OWNERS shall have to obtain the same.

iii) to render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.

iv) not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof if done in terms of this Agreement.

v) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the said premises or any part thereof as from the date hereof, it being clarified that nothing contained herein shall prevent the OWNER to deal with and dispose of the OWNER's Allocation upon the same being allocated identified and demarcated.

vi) to join in as a Confirming Party, if required, in case any loan or financial assistance from any bank, financial institution etc., is taken by the Developer or by the buyers of the Developer's Allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the OWNERS by execution of such documents.

10.6 The Developer doth hereby agree and covenant with the OWNERS as follows:

i) in case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNERS in respect of the OWNER's Allocation, which is to be obtained by



SARITHA CONSTRUCTIONS

M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS

M. Shiva Shankar  
PARTNER

Shwapna Ghosh  
Shelby Chowdhury

the Developer, then the Developer shall obtain the same.

ii) to join in as a Confirming Party, if required, in case any loan or financial assistance from any bank, financial institution etc., is taken by the OWNERS or by the buyers of the OWNER 's Allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the Developer by execution of such documents.

iii) not to do any act deed or thing whereby the OWNERS be prevented from selling transferring dealing with or disposing of the OWNER 's Allocation or any part thereof if done in terms of this Agreement.

iv) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the OWNER 's Allocation or any part thereof.

**ARTICLE-XI-TAXES MAINTENANCE ETC**

11.1 All municipal and all other rates and taxes and other dues and outgoings in respect of the said premises accruing due till handing over vacant possession of the said premises to the Developer shall be for and to the account of the OWNERS; those accruing after handing over possession of the said premises to the Developer till the date of the Developer offering possession of the OWNER's Allocation to the OWNERS shall be on account of the Developer and thereafter the OWNERS shall pay the rates and taxes in respect of the OWNER 's Allocation only and the Developer shall pay the same in respect of the Developer's Allocation.

SARITHA CONSTRUCTIONS SARITHA CONSTRUCTIONS  
M. Saritha M. Saritha  
PARTNER PARTNER  
M. Shiva Shankar M.  
PARTNER PARTNER

Swarna Ghosh  
Shelly Chowdhury

- 11.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing including G.S.T. payable in respect of their respective Allocations from the said Date of Possession the OWNERS shall be deemed to have taken possession of the OWNER's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the OWNER's Allocation is taken or not by the OWNERS.
- 11.3 The OWNERS and the Developer shall from the Date of Possession of the OWNER's Allocation maintain their respective portions at their own costs in a good and tenable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said New Building which may be against law or which will cause obstruction or interference to the user of such common area.
- 11.4 After the said New Building is completed and the OWNER's Allocation is delivered the Developer and the OWNERS shall form an association of the OWNERS / occupants of the various flats in the said New Building with such rules and regulations as the Developer shall think fit and proper and the OWNERS and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.
- 11.5 Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services

SARITHA CONSTRUCTIONS  
M. Sarika  
PARTNER

SARITHA CONSTRUCTIONS  
M. Shiva Shankar  
PARTNER





*Swarna Ghosh*  
*Shelby-Chowdhury*

subject however to the OWNERS making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the OWNERS the OWNERS shall not be entitled and hereby agrees not to avail of any of the services.

- 11.6 The OWNERS shall be liable to pay charges for electricity in or relating to the OWNER's Allocation wholly and proportionately relating to common parts.

**ARTICLE-XII- MUTUAL OBLIGATION**

- 12.1 The OWNERS and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises/Property.

- 12.2 The OWNERS and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.

- 12.3 The OWNERS and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of the others allocation in the said New Building at the said Premises.

- 12.4 It is distinctly agreed and understood by and between the parties herein that according to the present statute and for the sake of convenience this agreement for



SARITHA CONSTRUCTIONS  
*M. Shina Shankar*  
PARTNER

SARITHA CONSTRUCTIONS  
*M. Saritha*  
PARTNER

*Bwapna Ghosh*  
*Shelby Choudhury*

development shall be registered at the cost of the developer.

### ARTICLE-XIII-BREACH AND CONSEQUENCES

- 13.1 Subject to force majeure and also there is no restraint in the Kharagpur Municipality granting sanction of the plan, the Developer shall cause to have the plan in respect of the said New Building to be sanctioned from the Kharagpur Municipality within 6 months from the date hereof, failing which, the OWNERS may at their discretion be entitled to refer the breach to the Arbitrator who shall determine the consequences of the breach and the costs thereof.
- 13.2 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to refer the breach to the Arbitrator who shall determine the consequences of the breach and the costs.

### ARTICLE - XIV : MISCELLANEOUS

- 14.1 All or any notice required to be served by any party to the other, shall, without prejudice to any other mode of service available, be deemed to have been served on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by Registered post with Acknowledgement due at the address of the other.
- 14.2 That after execution of this Agreement by the OWNERS with the Developer, the OWNERS shall not create any encumbrance and/or lien in respect of the property and the Developer's exclusive right for

*AO*

SARITHA CONSTRUCTIONS  
*M. Saritha*  
PARTNER

SARITHA CONSTRUCTIONS  
*M. Shiva Shankar*  
PARTNER

Bharna Ghosh  
Shelby Chowdhury

development of the property shall not in any way be affected.

14.3 The Developer will at its own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the intending purchasers.

14.4 The Owners covenants that they have not entered into Agreement for Sale, Development Agreement or any other deeds in respect of the said Property with the third parties.

**ARTICLE - XV : ARBITRATION & JURISDICTION**

15.1 The OWNERS and Developer hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the District Court, to the extent reference to courts is permitted under the Arbitration and Conciliation Act, 1996. In case of any dispute or difference of any nature whatsoever arising between Parties in relation to this Agreement which cannot be amicably resolved within ninety (90) days of its occurrence, such dispute or difference shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The arbitration shall be conducted by a sole arbitrator appointed by mutual consent of both the OWNERS and DEVELOPER. If the OWNERS and

SARITHA CONSTRUCTIONS  
M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS  
Mr. Shina Shastri  
PARTNER



*Swapna Ghosh*  
*Shelly Chowdhury*

Developer have not mutually agreed on the appointment of the arbitrator, a request to the jurisdictional court for appointment of an arbitrator under sub-section (6) shall be applied for and the Arbitrator appointed by the court shall be binding on the OWNERS and Developer.

- 15.2 The Arbitrator shall have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- 15.3 The place of arbitration shall be at Kharagpur and the language will be English.
- 15.4 District Court having jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

**FIRST SCHEDULE AS REFERRED TO ABOVE**

(A)

**ALL THAT** the piece and parcel of revenue free land measuring about 11.50 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S. Khatian No. 17, R.S. Plot No. 453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner, as morefully shown in sketch map annexed hereto and butted and bounded as under:

*64 years old Pucca Two storied Building, cemented floor*  
*Area of the Ground floor > 2000 Sqft*  
*Area of first floor > 600 Sqft*

SARITHA CONSTRUCTIONS

*M. Saritha*

PARTNER

SARITHA CONSTRUCTIONS

*M. Shilpa Choudhury*

PARTNER

*Shelly Chowdhury*

Swapna Ghosh  
Shelby Chowdhury

(B)

**ALL THAT** the piece and parcel of revenue free land measuring about 11.50 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194, R.S. Khalian No.17, R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner, as morefully shown in sketch map annexed hereto and butted and bounded as under:

ON THE NORTH	:	Land of Alok Sinha
ON THE SOUTH	:	Land of Bimala Yadav & 8' wide Road
ON THE EAST	:	15' wide Municipal Road
ON THE WEST	:	Land of Ajoy Sharma & Abhoy Sharma

**SECOND SCHEDULE AS REFERRED TO ABOVE**  
**(Space Allocation)**

**PART-I : OWNER NO:1, SMT. SWAPNA GHOSH'S**  
**ALLOCATION**

**OWNER NO: 1's ALLOCATION** - shall mean eight self contained flats one such flat shall be a 3 B.H.K. Flat measuring-1300 sq.ft. super built up area in Block No: 'B' and three flats shall be 2 B.H.K. Flats measuring-920 sq.ft. super built up area in the second floor, and top floor respectively of Block No: 'B' and four flats shall be of 2 B.H.K. measuring-980 sq.ft. super built up area in Block No: 'A' in the third floor, sanctioned area in the proposed building to be constructed along with five covered parking area at the said premises together with proportionate right over the



SARITHA CONSTRUCTIONS SARITHA CONSTRUCTIONS  
M. Saritha PARTNER  
M. Shilpa Choudhury PARTNER

*Swapna Ghosh*  
*Shelly Chowdhury*

common areas and/or common facilities and/or common amenities and open space on pro rata basis.

**PART-I : OWNER NO:2, SMT. SHELLY CHOWDHURY'S ALLOCATION**

**OWNER NO: 2's ALLOCATION** - shall mean eight self contained flats one such flat shall be a 3 B.H.K. Flat measuring-1300 sq.ft. super built up area in Block No: 'B' on the third floor and three flats shall be 2 B.H.K. Flat measuring-920 sq.ft. super built up area in the third floor, fourth floor and top floor respectively of Block No: 'B' and four flats shall be of 2 B.H.K. measuring-980 sq.ft. super built up area in Block No: 'A' in the fourth floor, sanctioned area in the proposed building to be constructed along with five covered parking area at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

**PART- II : DEVELOPER'S ALLOCATION**

**DEVELOPER'S ALLOCATION** - shall mean the rest area(other than the owner's allocation) of the sanctioned plan of the proposed building together with entirety of the roof in the proposed building to be constructed at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

**THIRD SCHEDULE AS REFERRED TO ABOVE (GENERAL SPECIFICATION)**

(Specifications for construction of the Building and Fittings and fixtures to be provided in the Unit)



SARITHA CONSTRUCTIONS  
*M. Saritha*  
PARTNER

SARITHA CONSTRUCTIONS  
*M. Shiva Shankar*  
PARTNER



Shapna Ghosh  
Shelby Chatterjee

a) **Foundation & Column:**

Earthquake resistant reinforced construction and cement concrete footing.

b) **Super Structure:**

Earthquake resistant reinforced construction and cement concrete framed structure with necessary brick work.

c) **Flooring:**

Living, Dining, Bedrooms & Internal passage for 2BHK flat: Marble/ Tiles.

Living, Dining, Bedrooms & Internal passage for 2BHK flat: Vitrified tiles.

Kitchen & Balconies: Marble/ Tiles.

Common Lobby & Staircase: Kota stone with marble border.

Toilet flooring: Anti Skid ceramic tiles.

d) **Kitchen:**

Floor: Marble/ Tiles

Dado: Ceramic tiles 2 feet above the counter.

Sink: Stainless Steel

Counter: Covered semi modular type.

Cooking platform: Green Marble on RCC Slab.

Fittings: CP fittings of superior brand.

Water Supply: Concealed PVC Piping system for water.

e) **Toilets:**

Floor: Anti-skid ceramic tiles.

Dado: Ceramic tiles upto 5 feet.

Fittings: CP Fittings of superior brand.

Sanitary Wares: White porcelain WC of European with PVC Cistern.

Wash Basin: White Porcelain.

SARITHA CONSTRUCTIONS  
M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS  
M. Shiva Chatterjee  
PARTNER

Swarna Ghosh  
Shelley Chowdhury

Door: Internal side laminated flash door.  
Water Supply: Concealed PVC Piping system for hot & cold water.

- f) **Wall:**  
Internal: Putty finish.  
Common Area: Plaster of paris finish.  
External: Weather coat paint on white cement primer.
- g) **Windows:**  
Tightly framed with MS Grill with aluminum standard section casement with glass inserts in each shutter.
- h) **Balcony, Staircase & Railings:**  
MS Grill with PVC handrail.
- i) **Door:**  
Frame: Seasoned wood.  
Main Door: Designed finished with both side polished & laminated flash door with 8 lever mortise lock.
- j) **Electric:**  
Wiring: PVC concealed multi strand FRLS Copper wire.  
Switch: Modular type imported on hard fiber sheet.
- k) **Parking Space:**  
Covered Parking Space inside the campus.
- l) **Electric Supply:**



SARITHA CONSTRUCTIONS SARITHA CONSTRUCTIONS  
M. Shiva Shankar M. Saritha  
PARTNER PARTNER

Swapna Ghosh  
Shelley Chowdhury

Electric Supply for the flat is to be taken from the W.B.S.E.D.C.L. by the Flat Owner on application for individual meter as per rule.

**Common Meter for common amenities:**

An association of all the Flat Owners shall apply for and have meter for Common amenities viz. Lighting for Parking Area, Lift, Staircase, Lobbies, Roofs, Gate, Pump and all other Common Amenities.

**IN WITNESS WHEREOF** the parties have set and subscribed their respective hands and seals on the day month and year first written above.

This is an Development Agreement and for the purpose of registration of this Agreement the District Registrar, Midnapore has valued the same under the Provisions of The West Bengal Stamp (Prevention of undervaluation of instrument) Rules, 1994 has assessed the Market Value of the said Property at Rs. 60,00,000/- vide Query Form No: 1010-0001913371/2018 dated: 19/12/2018 and hence Non Judicial Stamp Paper alongwith e-remittance are accordingly paid.

This Development Agreement consists of 52 (fifty two) pages including 1(one) number of Non-Judicial Stamp Paper of Rs.5,000/- only along with finger impression pages and e-remittance of Rs.7,040/- towards Stamp Duty other than Registration Fee;

1. Swapna Ghosh 2. ....

**Signature of Owners**

SARITHA CONSTRUCTIONS

M. Saritha  
PARTNER

SARITHA CONSTRUCTIONS

M. Shiva Shankar Das  
PARTNER



SARITHA CONSTRUCTIONS  
*M. Shama Shankar*  
 PARTNER

SARITHA CONSTRUCTIONS  
*M. Saritha*  
 PARTNER

1..... 2.....

Signature of Developer

WITNESSES:

1) K. Chandna Maali  
 S/O. K.V. Muntya  
 Gopal Nagan  
 PO. Kharagpur  
 DIST- Paschim midnapore  
 PIN:- 72301

2) MD. Tasleem  
 S/O. S.K. Mulla  
 Panchberia, ward No-3  
 PO. Tuda, PS. KGP (T)  
 DIST- Paschim Medinipur  
DRAFTED BY ME:

*Surojit Dutta*  
 (SUROJIT DUTTA: ADVOCATE)  
 JUDGE'S COURT: MIDNAPORE.  
ENROLLMENT NO: F/941/930/87.

COMPUTERISED BY ME:

*Ashis Sen*  
 (ASHIS SEN: KHARAGPUR).

*Shelley Chowdhury*