

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 bidet 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.

(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

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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-XV


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-XVI

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, Parcha, Khajna, Dakhila etc. to the Developer Firm in exchange of proper acknowledgement receipts and such documents will be kept


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with the Developer until completion of the proposed multi storied building. After completion of the covetated building the Developer Firm hereby undertake to hand over the said original documents to the owners with proper receipts.


ARTICLE-XVII

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 owner 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 owner 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 do 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


Alokendu Bandyopadhyay

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Developer herein.

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

ARTICLE-XVIII

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 owner 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-XIX

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-XX

ARBITRATION

All disputes and differences arising between the parties to

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A.M.C.C.

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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 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-XXI

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 and parcel of land measuring an area of **3 Cottahs 4 Chittaks** of land classified as "BASTU", togetherwith a two storied residential building standing thereon having constructed covered area of **1400 Sq.ft.** lying and situate at **Mouza- Sodepur**, J.L.No. 8, E.P. No. 61, S.P. No. 149, comprised in C.S. & **R.S. Dag No. 290(P)**, P.S. Khardah, A.D.S.R.O. Sodepur, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, within the local limits of Panihati Municipality bearing Holding No. 111, under Ward No. 13, Premises at 4no. Desh Bandhu

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Nagar, TOGETHERWITH all the estate rights, easements, interests, appendages, hereditaments etc. reserved from the land and building hereby mentioned which is the subject property of this Development Agreement.

BUTTED AND BOUNDED BY

On the North : House of Pijush Mukherjee,
 On the South : Property of Reliable Construction.
 On the East : 12ft. Wide 4no. Desh Bandhu Nagar Road
 and House of Nibaran Debnath.
 On the West : House of Binod Deb Roy,

SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

In consideration of the owners having granted the Developer and exclusive consent to develop the said property the owners are jointly entitled to get 4nos. of self contained residential flat measuring more or less **800 Sq.ft.** super built up area (covered area + proportionate share of stair and lobby + 20% Super Builtup Area) out of which 2 nos. of self contained residential **Flats** will be allotted on **1st Floor, North-East Facing & East Facing** and 2 nos. of self contained residential **Flats** will be allotted on **2nd floor, North-East Facing & East Facing** of the proposed multi storeyed building so to be constructed by the Developer firm and the Owners are also jointly entitled to get a sum of **Rs. 14,00,000.00 (Rupees Fourteen Lakhs)** only as non-adjustable/non-refundable amount in their part in consideration of the Owner's allocation out of


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which at the time of execution and registration of this agreement the Developer shall **Pay Rs. 7,25,000.00 (Rupees Seven Lakhs Twenty Five Thousand)** only to the owners hereof and the rest amount by three separate installments to the Owners before handover the owner's allocation flats.

The Owners after receiving such amounts shall issue the proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation flat 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.

After delivery of Owners' allocation the remaining portion of the said proposed Multi Storied Building (G+4) will be the sole property of the Developer.

The Land Owners shall pay all the taxes & outgoings & shall be liable to pay all the outstanding dues and arrears till the date of signing of this agreement or handing over the vacant physical possession which ever is earlier & shall not call upon the Developer for the same.

THIRD SCHEDULE ABOVE REFERRED TO
(Specification of Work)

1. **Construction** : As per sanctioned building plan.
2. **Foundation** : R.C.C. foundation and framed structure.
3. **Brick Work** : Brick work 8", 5" and 3" with specified plaster.

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4. **Flooring** : Flooring will be finished with White Marble (2' X 2')/Floor tiles.
5. **Doors** : Flush Door.
6. **Windows** : All windows will be Aluminium sliding window with glass fitted.
7. **Grill** : M. S. Grill at window with 1 coat primer.
8. **Toilet** : Glazed tiles upto 6'-0" ht. pan or a commode in white with cistern, porcelain shower point, one Bib Cock, one wash basin (standard make).
9. **Kitchen** : Black Stone cooking platform with a steel sink and glazed tiles upto 2' above cooking platform, taps etc. complete with exhaust fan hole.
10. **Electrical Works** : All wiring will be concealed upto Twentyfive points with power plug.
11. **Wall Painting** : Decoration Cement paint on outside wall. Inside wall finish with plaster of paris.
12. **Water Supply** : Deep tube well with sub-mercible pump to overhead reservoir with individual distribution.
13. **Internal Finish** : All the interior walls will be finished with a coat of plaster of paris, synthetic enamel paint on door, window and grill.

Individual Meter: Cost of individual meter Rs. 5,000.00 for each flat will be borne by the land owners exclusively for their respective allocation.

Extra works: Any extra works other than the standard schedule shall be charged extra and such amount shall be deposited by the owners or purchasers before the execution of such works.


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Memo of Consideration

We, the owners hereof do hereby jointly Received a sum of **Rs. 7,25,000.00 (Rupees Seven Lakhs Twenty Five Thousand)** only from the within named Developer/s as part payment of owners allocation in the following memo:

1. By valid Indian Currency on 18.07.2016 Rs. 5,000.00
2. By an a/c payee cheque being no.004877 dated 12.10.2017, issued from B.O.B. Rs. 3,60,000.00
3. By an a/c payee cheque being no.004878 dated 12.10.2017, issued from B.O.B. Rs. 3,60,000.00

Total : Rs. 7,25,000.00


In Word : **Rupees Seven Lakhs Twenty Five Thousand Only.**

SIGNED AND DELIVERED
IN PRESENCE OF FOLLOWING

WITNESSES :

1. Prasanna Paul
Kat - 110
2. Avishkar Poojar
Sriharipuram
Kat - 113
3. Suparna Das.
4. Sukha Das.

SIGNATURE OF THE LAND OWNERS


Alokendu Bandyopadhyay
Advocate