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When the document is admitted to file, the Signature sheet and all other documents attached thereto shall be filed with this document.

Addl. District Sub-Registrar
 Sonarou, South 24 Parganas

12 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on thisth..... day of August, Two Thousand Twenty Two (2022) A.D.

BETWEEN

S.L. NO. 1001 Date 08/08/2022
Name Sachin Kumar Saha
Address Dhameitala School Road
Value 57000 PS - Sonarpur
KOL-151

Govt. Stamp Vender
SABYASACHI DEB
Sonarpur A.D.S.R.O., Kol.-150

শ্রী সচি কুমার সাহা



3046
11/08/2022

শ্রী সচি কুমার সাহা



3051
11/08/2022

Dilip Kumar Saha



3049
11/08/2022

Pradip Kumar Saha



3057
11/08/2022

Pankaj Saha
c/o - Pradip Kumar Saha

Address - Dhameitala School
Road, Kol.-700151

Occupation: Business.



Registrar
Sonarpur
South 24 Parganas

11 AUG 2022


(2) SMT. SA
W.


(1) SMT. SACHIRANI SAHA, (PAN-CSFPS4637C, AADHAAR - 4250 8991 5556), Wife of Late Nani Gopal Saha, (2) SRI PRADIP KUMAR SAHA, (PAN - BKAPS0476B, AADHAAR - 5032 5668 2294), (3) SRI DEB KUMAR SAHA, (PAN - BFEPS3015P, AADHAAR - 3733 2544 0650) ,(4) SRI DILIP KUMAR SAHA, (PAN - AQZPS9364C, AADHAAR - 9164 6047 3688) all sons of Late Nani Gopal Saha, all by faith - Hindu, by occupation - Housewife and Business, Residing at - Dhamaitala School Road, P.O. - Dakshin Jagaddal, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700151, hereinafter called and referred to as the "OWNERS/FIRST PARTIES" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, successors, administrators, and / or assigns) of the FIRST PART.

AND


"MAA TARA ASSOCIATES ", PAN - ABUFM1799B, represented by its Partners namely (1) MR. RABI SANKAR DEBNATH, PAN AGHPD7051P, Aadhaar Card - 7568 8243 8145, Son of Late Sukhomoy Debnath, by faith - Hindu, by occupation - Business, Residing at - Chowhati Surya Sen Block, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, (2) SRI PRASENJIT SAHA, PAN - BRNPS8613L, Aadhaar Card - 4099 0812 4145, Son of Sri Prabir Saha, by faith - Hindu, by occupation - Business, Residing at - Chowhati Battala Bazar, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, (3) SRI DEBABRATA NANDY, PAN - ALJPN6324Q, Aadhaar Card - 2868 7719 9919, Son of Niranjan Nandy, by faith - Hindu, by occupation - Business, Residing at - Chowhati Surya Sen Block, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, (4) SRI CHANCHAL DAS, PAN - AJEPD8886G, Aadhaar Card - 3011 8546 5569, Son of Late Gouranga Das, by faith - Hindu, by occupation - Business, Residing at - Chowhati Deshopriya Block, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, (5) SRI BUNTY DAS, PAN - AUDPD9257B, Aadhaar Card - 8603 3756 5925, Son of Bablu Das, by faith - Hindu, by occupation - Business, Residing at Vill. & P.O. - Nath Para, Chowhati, B-Block, P.S. - Sonarpur,

ASSOCIATES



3053
11/08/2022
Rabi Sankar Deb Nath



3052
11/08/2022
Deb Kumar Saha


3054
11/08/2022

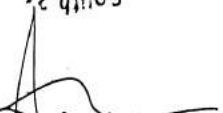
Debabrata Mondal

3055
11/08/2022
Prasenjit Saha


3048
11/08/2022
Chandni Das


3056
11/08/2022
Binity Das


3050
11/08/2022
Sonali Majumdar




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Sonarpur
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District - South 24 Parganas, Kolkata - 700149, (6) SMT. SONALI MAJUMDER, PAN - CIKPM1092C, Aadhaar Card - 6767 2397 8287, Wife of Sri Ashim Majumder, all by faith - Hindu, by occupation - Business, Residing at - Chowhati Deshopriya Block, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, hereinafter called and referred to as the "DEVELOPERS/SECOND PARTIES" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include its successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

ALL THAT pieces and parcel of total land measuring about 39 decimal (23 Cottahs 10 Chittaks 8 Sq. Ft.) of Bastu Land which includes 16 decimals land in R.S. Dag No. 440, L.R. Dag No. 453, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, L.R. Dag No. 490, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, all at Mouza - Dhamaitala, J.L. No. 75, Pargana - Magura ,within the limits of Rajpur - Sonarpur Municipality, Ward No. 25, Holding No. 529, P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas.

WHEREAS Smt. Sachirani Saha purchased the land of R.S. Dag No. 440 by a Registered Deed of Sale, which was registered on 10.12.1982 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 123, Pages 1 to 7, Being Deed No. 6090, for the year 1982 and duly mutated her name in L.R. Settlement Record vide L.R. Khatian No. 224/1.

AND WHEREAS one Sri Nani Gopal Saha purchased the land of R.S. Dag Nos. 441 & 442 by a Registered Deed of Sale, which was registered on 25.01.1975 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 6, Pages 115 to 118, being Deed No. 266, for the year 1975 and while in peaceful possession said Nani Gopal Saha died leaving behind his wife Sachirani Saha and

three sons namely Pradip Kumar Saha, Deb Kumar Saha and Dilip Kumar Saha as his sole legal heirs and successors.

AND WHEREAS by the way of inheritance of husband and father said Sachirani Saha, Pradip Kumar Saha, Deb Kumar Saha and Dilip Kumar Saha became the absolute owner of the said land and duly mutated their names in L.R. Settlement Record vide L.R. Khatian Nos. 1158, 1159, 1156 and 1157 and jointly have been peacefully possessing the same by paying rent and taxes to the proper authorities.

AND WHEREAS now first part/ Land Owners being well seized and possessed of and/or otherwise all that pieces and parcel of 39 decimal (23 Cottahs 10 Chittaks 8 Sq. Ft.) of Bastu Land which includes 16 decimals land in R.S. Dag No. 440, L.R. Dag No. 453, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, L.R. Dag No. 490, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, all at Mouza - Dhamaitala, J.L. No. 75, Pargana - Magura, within the limits of Rajpur - Sonarpur Municipality, Ward No. 25, Holding No. 529 , P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas, (hereinafter called and referred to said property) morefully described in first Schedule written hereunder have been enjoying peaceful khas possession and are free from all encumbrances, lien, charges, attachments, mortgage and lispensens formulated a scheme to develop a multi-story building on the said property.

AND WHEREAS the first part being the absolute Owners of the FIRST SCHEDULE property, herein have decided to develop the same by constructing several storied residential and commercial spaces in the building thereto.

AND WHEREAS the Developer is a building Promoter and are having sufficient experience in this field, have approached the Owners herein for development of the said premises by construction a B+G+7 storied building thereon and after negotiation the Developer through their Lawyer have already inspected and examined the title of the Owners in respect of the said premises and being satisfied with the title, the Developers have agreed to develop the property as the Owners have agreed to hand over the said premises to the Developer for developing.

AND WHEREAS the parties hereto have agreed to enter into this Development Agreement of the said premises by making construction of the proposed multi storied building thereon under certain terms and conditions hereunder written.

AND WHEREAS to avoid any future complication and misunderstanding the parties hereto have agreed to reduce the terms and conditions of this agreement to writing in duplicate.

NOW THIS AGREEMENT WITNESSETH as follows:

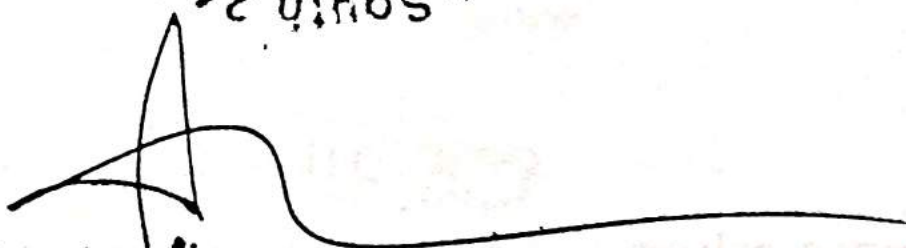
IN THESE PRESENTS unless otherwise it be contrary or repugnant to the context:

ARTICLE -1: DEFINATION

- **OWNERS** shall mean the Owners/First part above written and their heirs, executors, legal representatives, administrators, and / or assigns.
- **DEVELOPERS** shall mean the party of the Other Part above written and its successor in office, legal representatives, administrators and/or assigns.

- **SAID PREMISES** shall mean the property described in the **FIRST SCHEDULE** hereunder written.
- **BUILDING PLAN** shall mean the plan prepared by the Architect for construction of the building and other structures as sanctioned by the authority of the Rajpur Sonarpur Municipality on the basis of maximum permissible floor area ratio, available under the Building Rules and laws and shall include any amendments and / or modification thereof as may be made time to time wherever the context permits, include such plans, drawing, designs, elevations and specification as are prepared by the Architects.
- **NEW BUILDING** shall mean and include the proposed building or buildings as will be constructed in or upon the said premises by the Developers as per the building plan to be sanctioned by the appropriate Authorities of Rajpur Sonarpur Municipality or any other department and any modification and/or variation as may be required from time to time for residential and/or commercial purpose.
- **ENGINEER** : Engineer shall mean and qualified person or persons of firm or firms, appointed by the Builder as Architect of the Building to be constructed on the land of the Owners.
- **COMMON RIGHTS FACILITIES AND COMMON AMENITIES** shall mean and include common area and facilities in the building for the common use and occupation of the Owners/Developers and all unit Owners of the building as described in the **FOURTH SCHEDULE** hereunder written.
- **SALEABLE SPACE** shall mean covered space in the said building such as per apartment, flat, office, shop available for independent use and occupation of and unit Owners.




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South 24 Parganas

11 AUG 2021

- **SAID PREMISES** shall mean the property described in the **FIRST SCHEDULE** hereunder written.
- **BUILDING PLAN** shall mean the plan prepared by the Architect for construction of the building and other structures as sanctioned by the authority of the Rajpur Sonarpur Municipality on the basis of maximum permissible floor area ratio, available under the Building Rules and laws and shall include any amendments and / or modification thereof as may be made time to time wherever the context permits, include such plans, drawing, designs, elevations and specification as are prepared by the Architects.
- **NEW BUILDING** shall mean and include the proposed building or buildings as will be constructed in or upon the said premises by the Developers as per the building plan to be sanctioned by the appropriate Authorities of Rajpur Sonarpur Municipality or any other department and any modification and/or variation as may be required from time to time for residential and/or commercial purpose.
- **ENGINEER** : Engineer shall mean and qualified person or persons of firm or firms, appointed by the Builder as Architect of the Building to be constructed on the land of the Owners.
- **COMMON RIGHTS FACILITIES AND COMMON AMENITIES** shall mean and include common area and facilities in the building for the common use and occupation of the Owners/Developers and all unit Owners of the building as described in the **FOURTH SCHEDULE** hereunder written.
- **SALEABLE SPACE** shall mean covered space in the said building such as per apartment, flat, office, shop available for Independent use and occupation of and unit Owners.

- **OWNERS' ALLOCATION** The Developers shall provide the Owners towards their allocations in the proposed building and consideration in the following manner:
 - a. The First Party no. 1, **Smt. Sachirani Saha** shall entitled to get one finished floor 668 sq. ft. (more/less) covered area finish flat in at the third floor Marked as "3A" and 677 sq. ft. (more/less) covered area finish flat in the third floor Marked as "3E" and 690 sq. ft. (more/less) covered area finished flat in the Fifth floor Marked as "5B" and the First Party no. 1, **Smt. Sachirani Saha** also entitled to get 619 sq. ft. (more/less) covered area finished flat in the Fifth floor Marked as "5G" + Car Parking Basement - 2 , First Floor - 1.
 - b. The First Party no. 2, **Sri Pradip Kumar Saha** shall entitled to get 690 sq. ft. (more/less) covered area finish flat in the Third floor Marked as "3B" and 846 sq. ft. (more/less) covered area finished flat in the Third floor Marked as "3F" and the First Party no. 2, **Sri Pradip Kumar Saha** also entitled to get 679 sq. ft. (more/less) covered area finished flat in the Fifth floor Marked as "5C" and 630 sq. ft. (more/less) covered area finished flat in the Fifth floor Marked as "5D" + Car Parking Basement -1 , Frist Floor - 1 .
 - c. The First Party no. 3, **Sri Deb Kumar Saha** shall entitled to get 619 sq. ft. (more/less) covered area finish flat in the Third floor Marked as "3G" and 830 sq. ft. (more/less) covered area finished flat in the Third floor Marked as "3H" and the First Party no. 3, **Sri Deb Kumar Saha** also entitled to get 558 sq. ft. (more/less) covered area finished flat in the Fifth floor Marked as "5E" and 964 sq. ft. (more/less) covered area finished flat in the Fifth floor Marked as "5F". Car parking Basement - 1 , First Floor - 1 .
 - d. The First Party no. 4, **Sri Dillip Kumar Saha** shall entitled to get 679 sq. ft. covered area finish flat in the Third floor Marked as "3C" and 630 sq. ft.

covered area finished flat in the Third floor Marked as "3D" and the First Party no. 4, Sri Dilip Kumar Saha also entitled to get 668 sq. ft. covered area finished flat in the Fifth floor Marked as "5A" and 830 sq. ft. covered area finished flat in the Fifth floor Marked as "5H". Car parking Basement - 1, First Floor - 1.

- Owners shall jointly entitle to get 40% of sanctioned commercial area of the 1st floor. The Land owners shall also get 5 Nos. of Shop Rooms in the ground floor measuring 622 Sq. Ft. Build Up area. Whereas it is further agreed that the area of Shop Rooms will be deducted from the Owners' allocation above first floor. together with proportioned share of the FIRST SCHEDULE property described herein after.
- Apart from the aforesaid allocation the party of the First Part shall also be entitled to get a sum of Rs.16,00,000/- (Rupees Sixteen Lac) only at the time of signing this refunded/within one year as will be agreement and the same will be adjusted from the owners allocation at the time of delivery of possession.
- That the proportioned share of expenditure of transformer, fire extinguisher, water reservoir and expenses for supply of purified water etc. if any will be denied by the owners before delivery of owners possession.
- Except the above the Owners shall not claim or demand any area in the proposed building on the said premises and also shall not demand any further amount or money for the sale of flat/s, unit/s, car parking space and other spaces in the Developers' allocation of the proposed building on the said premises.
- **DEVELOPER'S ALLOCATION** : Developer's Allocation shall mean the remaining portion of the said proposed Building save and except the

Owners' Allocation together with proportioned common easement rights in common areas of the said premises, which is more fully described in the THIRD SCHEDULE hereunder written.

- **ARCHITECT** shall mean such qualified person or persons or firm having proper and requisite licence from concerned authority may be appointed by the Developers for designing, planning and completing the said proposed building.
- **TRANSFER** with its grammatical variation including transfer of possession or by any other means adopted for affecting the transfer of any unit in the proposed building to the Purchaser/Purchasers thereof.
- **TRANSFeree** shall mean any person, firm, Limited Company, Association or persons to whom any unit of the building may be transferred by the Owners/Developers.
- **UNIT OR COVERED SPACE FOR OCCUPATION** shall mean any apartment, flat, shop, office etc. in the building for independent residential and/or commercial use and occupation and liable for separate assessment by the Rajpur Sonarpur Municipality together with proportionate share or interest of land and common facilities in the building and/or at the premises collectively called super built up area available for occupation by the owners, Developers and/or their Transferee/s.
- **COMMON PURPOSE** shall mean the purpose of managing and maintaining the premises and the Building there at and particularly the common areas comprised herein, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owners of the premises and relating to the mutual rights and obligation for the most beneficial use and enjoyment of their respective units exclusively and the

common areas in common shall also include similar purposes of managing and maintaining the common areas as are common to and amongst all the unit Owners of the Building.

- **CAR PARKING SPACE** shall mean the open space/ covered provided/ demarcated by the Developer in the said building sufficient for parking of medium size motor cars. A car parking space shall be an integral part of any residential/commercial unit of the building.
- **COVERED/BUILT UP AREA** in respect to any unit shall mean the area within the boundary wall of the respective unit including the area under the internal walls plus the area under the boundary walls of such unit provided that the walls between two contiguous units shall be common between the two units and also proportionate area of staircase, lift space.
- **DATE OF POSSESSION** shall mean the 15th (fifteenth) day of service of the notice for possession which shall not exceed 48 months from the date of execution of this Agreement. Residential and shifting change should be provided by the developers until of possession.
- **FORCE MAJEURE** shall mean any event which (i) could not reasonably have been foreseen (ii) beyond the reasonable control of the party claiming to be affected by such event (iii) has not been brought about at the instance of such party (iv) has non-performance or delay in the performance of a material obligation of this agreement and includes without any limitation, riots, action of terrorists, arrests, and restraint of Government and people, civil disturbances, strikes insurrection, war, or other armed conflict, landslides, lightning, earthquakes, explosion and accidents, fires, storms, unusual floods, rain or water logging or droughts, pests washouts and other natural disasters.

- TITLE DEED shall mean the documents of title relating to the said premises / property.
- The words importing singular shall include plural and vice versa.
- The words importing masculine shall include feminine and feminine shall include masculine.

ARTICLE II: COMMENCEMENT

- This Agreement shall be deemed to have commenced from the date of execution of this agreement.

ARTICLE-III: OWNERS' RIGHTS RESPONSIBILITIES & REPRESENTATION

1. The owners hereby declare that the owners have good marketable title to the said premises / land and the owners have good right and title to enter into this development agreement with the developer and the owners hereby undertake to indemnify and keep the Developer indemnified against any and all third party claims, actions and demands whatsoever.
2. The owners are in constructive physical possession of the premises which is free from all and any manner of lispens, charges, lines, attachment, claims, encumbrances or mortgage whatsoever or howsoever and the said land is in the exclusive possession of the owners and the owners hereby undertake to indemnify and keep indemnified the Developer from and against any all third party, possessory right in the said premises.
3. The owners hereby undertake that the Developer shall be entitled to construct and complete the building on the more or less 23 Cottahs 10 Chittaks 8 Sq. Ft. of Bastu land and to retain and enjoy the Developer's allocation therein without any interruption or interference from the owners or any person or persons lawfully claiming through or under the Owner and the owners undertake to indemnify and keep the Developer indemnified against al losses and damages and costs, charges and expenses incurred of any breach of this undertaking.

4. That the Developer undertakes to construct the apartment ownership building in accordance with the sanctioned building plan and undertakes to pay any or all damages, penalties and / or compounding fees payable to the authority or authorities concerned relating to any deviation in construction and against all losses and damages of the owners.

5. That the Developer shall act as an independent contractor to construct the building and undertakes to keep the owners indemnified from and against all third party claims, compensation and action arising out of any act or omission of the Developer or any accident in or relating to the construction of the building.

6. That the owners hereby declare that there is no excess vacant land comprised in the said plots of land in any event, even if, any excess vacant land is found at the said plot of land, or adjacent thereto, the same shall be on account of the development project subject to permission of the Municipal Authority or any other authority concerned.

7. That the Developer undertakes to initiate for preparation of deed & document, Tax Holding, B.L. & L.R.O. Mutation, conversion in the name of the owners in respect of their land and submit building plan to the authority concerned at their cost and expenses within 24 months from the date of execution of this agreement.

8. That the developer undertakes to pay the owners for shifting from the said land / premises from the date of shifting till the date of hand over owners' allocation in habitable condition in the proposed building and the owners are liable to hand over vacant possession of the said land to the developer as and when it will be demanded by the developer. The developer will demolish the existing house of the owners at her cost and expenses and have right to use all rubbish and materials of the existing house without interference from the owners.

9. That there is no suit and or proceeding and/or litigation pending in any Court of Law regarding the title in respect of the said premises or any part thereof.

10. The Owners shall duly join in agreement for sale and/or Conveyance and/or any other documents relating to sell of Developer's allocation as and when required without asking for any additional consideration.
11. The representation and declaration of the Owners mentioned (herein after collectively called "the said Representation") are true and correct.
12. That the Owners shall be responsible for payment of all the liabilities arising hereinafter on account of their Income Tax and/or Wealth Tax.

ARTICLE-IV: DEVELOPERS' RIGHTS & OBLIGATIONS

13. The Owners hereby grant subject to what have been stated hereinafter the exclusive right to the Developers to build, construct, erect, complete the proposed building/s after obtaining necessary sanction from appropriate authorities as per their rules and regulations with or without amendment and/or modification caused by the Developer in accordance with the Rules and Regulations of the said authorities in the name of the Owners / developers and at the cost and expenses of the Developers. Developer shall submit the Building Plan before the Rajpur Sonarpur Municipality within 90 days from the date of signing of this agreement.
14. That the Developer shall be entitled to prepare modify and alter the plan as per Rajpur Sonarpur Municipality rules and bye-laws and submit the same to the appropriate authority in the name of the Owners at the Developers cost and the Developers shall further pay and bear all fees/ expenses including the Architect's fees, charges, expenses required to be paid and/or deposited for obtaining such approval from the said Authority and provided however the construction of the said

building/s on the said Schedule property shall be done exclusively by the Developers at its own costs and expenses and will be entitled to get all reasonable refunds of all payments and/or deposits made by the Developers PROVIDED HOWEVER, the Owners shall sign and execute all necessary papers and documents required to be obtaining for such approval for construction of the proposed building/s.

15. Nothing in these presents shall be considered as a demise and assignment or transfer or conveyance in law by the Owners of the said premises or any part thereof to the Developers or creation of any right title interest in respect thereof unto the Developers other than the said premises and exploitation of its own allotment commercially in terms hereof and to deal with the Developers allocation in the proposed building/s to be constructed thereon in the manner and subject to the terms hereinafter provided.
16. The Developers shall be entitled to use the premises for setting up a temporary site office and/or quarter for its watch and ward and other staff and shall be further entitled to put up the sign boards and advertising the project and post its own watch and ward staff during construction period.
17. Be it further agreed by and between the parties that the Developers shall have liberty and/or shall have right to modify, verify and/or rectify the building plan and/or modification and/or addition or alteration if required for the purpose of smooth construction of the proposed building upon the FIRST SCHEDULE property either residential or commercial and/or both with the knowledge & consent of the Owner.

ARTICLE-V: APARTMENT CONSIDERATION

18. In consideration of the Owners have agreed to permit the Developers for development of the said property and to commercially exploit the same and construct, erect and build the said proposed building/s in the said premises according to the Building Plan after obtaining necessary sanction from the proper authority of the Rajpur Sonarpur Municipality or other statutory Authority or Authorities and/or any modification or amendment thereof in the name of the Owners, the Developers have agreed to provide the Owner as follows :-
19. The Developers hereby agrees to pay to the Owners towards the said consideration in the manner following: -

Sum of Rs.16,00,000/- (Rupees Sixteen Lac) only is to be paid to the owners at the time of signing of this Agreement which is more fully describe in the SECOND SCHEDULE hereunder written.
20. To prepare or caused to be prepared of the building plans for construction of the proposed building/s and obtaining necessary sanction from the Rajpur Sonarpur Municipality and other statutory Authority or Authorities and to bear all costs charges and expenses for preparation, design and approval of the said plan from the Developers funds.
21. At Developers own costs to obtain necessary permission and/or approval and/or sanction from the said Rajpur Sonarpur Municipality and other statutory authority or Authorities as may be required under the Law relating to construction of the said proposed building.
22. To pay all costs of supervision of the Development and construction of the Owners allocation in the said proposed/building/s and/or the said premises.

23. To bear all costs, charges and expenses for construction of the building on the said Premises including all amenities and for utilities relating to the said building.

ARTICLES- VI: PURCHASERS

24. The Owners herein shall be bound to grant in favour of the Developers and/or its nominee or nominees a registered Development Power of Attorney within 15 (Fifteen) days from the day of execution of this Agreement to enable the Developers to construct and complete the building and also for commercial exploitation of the said premises after sanction of the building plan and the Developers shall have full right and absolute Power to sell transfer or dispose of the Developers' allocation in such a manner and to such person as the Developers may deem fit and proper without any consent and/or permission from the Owners and without asking for any additional consideration and entering into Agreements with the intending Purchaser or Purchasers of the units or covered spaces or shop space for accommodation out of the Developers allocation in the proposed buildings and also to accept earnest money and/or consideration money thereof and also to cause execution and registration of proper Deed of Conveyance by the Owners in favour of prospective purchasers and also to enter into necessary agreement for construction of the building with the prospective buyers from the Developer's allocation.

ARTICLE-VII: POSSESSION :

25. THAT immediately after sanction of the building plan possession of the said property shall be delivered to the Developers by the Owners and the Developers will be entitled to retain such possessing until completion of the proposed building there at and grant of occupancy certificate by the Rajpur Sonarpur Municipality subject to the condition

that till the completion of the proposed building and sell of the entire Developers' Allocation by the Developers and the Developers receiving all money there from.

ARTICLE-VIII: SPACE ALLOCATION

26. That on completion of the buildings and grant of occupancy certificate by the Rajpur Sonarpur Municipality the Developers shall handover and the Owners shall take possession of their allocation of the proposed buildings together with their rights in common facilities and common areas as specified hereinbefore within 48 (Forty Eight) months from the date of sanction plan and/ or from the date of execution of Developers Power Of Attorney.
27. The Owner shall however be entitled to transfer or otherwise deal with his allocation or portion thereof in the manner as he would deem fit and proper.
28. The Developers shall be exclusively entitled to its allocation with exclusive right to transfer or to deal with it or dispose of the same without any right claim or demand or interest whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession with regard to the Developers' allocation and no other consent shall be required for the same as this Agreement in itself be deemed to be the consent of the Owners. PROVIDED THAT all the deeds of conveyance in respect of transfer of the Developers' allocation in the said proposed building/s shall be executed by the Owners and registered by them in favour of the intending Purchasers thereof.
29. In so far as necessary all the Developers in respect of the said building shall be in the name of the Owners as the case may be and for

which the Owners undertake to give the Developers such power as may be reasonably required by the Developers for construction of the proposed building and such power as may be reasonably required by the Developers for construction of the proposed building and such Power of Attorney shall remain in force until completion of the proposed buildings and commercially exploitation i.e. till the completion of the proposed new building and sell of entire Developers' area by the Developers and the Developers receiving all money there from of the said premises. It is being understood however that such dealings shall not in any manner fasten or create any financial liability upon the Owners of the said premises.

30. The Owners shall allow the Developers to execute the construction work smoothly without any interference or interruption. The Owners shall execute and registered of Power of Attorney in favour of the Developers for the purpose of development of the said premises at the cost of the Developers and sale of the flats and other sellable spaces after sanctioned the Building Plan.

ARTICLE-IX: BUILDING

31. The Developers shall at its own cost construct, erect and complete the said proposed building and common facilities and amenities in the said premises in accordance with the plan to be prepared by the developers and after obtaining necessary approval from the concerned authority with standard materials as may be specified by the Architect from time to time within a period of 48 (Forty Eight) months from the date of signing this agreement and /or such extended period subject to force majeure and getting clearance and occupancy certificate from the necessary authority and/or appropriate authorities.

32. If the Developers fails and neglects to complete and/or handover the Owners' allocation within the stipulated time i.e. 48 (Forty Eight) Months from the date of sanction of the building plan by the Rajpur Sonarpur Municipality in such case (considering the force meajure) Developers shall be bound to pay rent basis Rs.5,000/- (Rupees Five Thousand) only every month for rent of the residence of the land and family as the Owners until handover of the possession to the Owner.
33. Subject to the time to time inspection and approval of the Owners Architect building surveyor as the case may be, the decision of the Architect regarding the quality of materials shall be final and binding upon the parties

ARTICLE -X: COMMON FACILITIES

34. The Owners shall pay the Rajpur Sonarpur Municipality Tax which is now in due prior to the signing of this Development Agreement and after signing of this agreement, the Developers will exclusively bear the entire municipal tax etc. of the said property till the handover of possession of the Owners' Allocation.
35. As soon as the said proposed buildings is or are completed the Developers shall give written notice to the Owners requiring the Owners to takeover possession of the Owners' allocation in the said building and from the date of service of such notice and/or intimation the Owners and/ or their men or parties holding any portion of the building shall be responsible for payment of municipal and property tax, rates , dues, duties and other public outgoings and other imposition whatsoever for the Owners' allocation in the proposed buildings.
36. The Owners and the Developers shall punctually and regularly pay their respective portion of the said rates and taxes to the

concerned Authorities or otherwise as may be mutually agreed upon between the Owners and the Developers and both the parties shall keep each other indemnified against all claims actions, demand, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the cases may be consequent upon a default by the Owner and/or Developer in this behalf.

37. As and from, the date of service of notice of possession to the Owners and/or persons in occupation of Owners' allocation or portion thereof shall be responsible to pay and bear and shall forthwith pay on demand to the developers the proportionate service charges for the common facilities in the said building payable in respect of the Owners' allocation and the said charges to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanction, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances and equipment, stairways, corridors, parking ways and other common facilities, whatsoever as may be mutually agreed from time to time provided that if additional insurance of the building by virtue of any particulars usage and/or in the accommodation within the Owners' allocation or any part thereof any additional maintenance or repair is required by virtue thereof, Owners and / or the person in occupation thereof shall be exclusively liable to pay and bear their share of the additional premium and/or maintenance and / or repair as the case may be **PROVIDED HOWEVER** that the money payable and/or deposit for common purpose and common expenses shall be receivable only by the Developers from all the unit Owners till the management and maintenance of the New Building is transferred and/or handed over to the Association of the unit Owners.

38. Should any unit Owner fail to pay any amount payable in respect of the said rates or service charges for the common facilities within fifteen days of demand in that behalf the unit Owner shall be liable to pay interest on the amount outstanding as would be determined by the Association of the unit Owner.
39. The Owners shall not do any act deed or thing whereby the developers shall be prevented from constructing and completing and/or do any work relating to the said buildings in so far the developers abides by the terms and conditions and true spirit of this document.

ARTICLE-XI: COMMON RESTRICTIONS

40. The Owners' allocation in the proposed building shall be subject to the same restrictions on transfer and use as are applicable to the Developers' allocation in the said building. It is specifically provided that the Developers shall every right to transfer any unit of his allocation by way of sale or gift or in any other manner in the said proposed building.
41. Neither of the parties shall transfer, convey , let out, mortgage , grant lease in respect of their respective allocation unless:
42. Such party shall have observed and performed all terms and conditions on his or his or their respective parts to be observed and performed.
43. The proposed transferee shall have to give a written undertaking to be bound to by the terms and conditions hereof and to duly and promptly pay all and whatsoever amount shall be payable in relation to the unit in his/her/their /its possession.

44. Both the parties hereto shall abide by all laws, bye-laws rules and restrictions as may be imposed by the Government , local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and /or breach of any /one of the said laws, bye-laws, rules and regulations.
45. The Owners of the units shall keep the interiors and walls of his/her /their/its respective allotment or allotments clean and harmless and also sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in such good working conditions and repair and in particular so as not to cause any damage to the building or any part thereof or other space or accommodation therein and shall keep other unit Owners of the building indemnified from and against the consequences of any breach.
46. Neither party shall do or cause or permit to be done any act thing, which may render void or violable any insurance of the building or any part thereof and shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
47. All the unit Owners shall permit the Developers and its servants and agents with or without workmen at all reasonable time and prior notice to enter into their unit and every part thereof for the purpose of maintenance or repairing or any work in the building /premises.

ARTICLE -XII: OWNERS' OBLIGATION

- The Owners hereby agree and covenant with the Developers not to cause any interference or hindrance in the matters of construction lawfully done and doing any other lawful work in respect of the said buildings in the said premises by the developers subject to however the developers' compliance

with and/or acting in consequence with the terms and conditions as contained in this agreement.

- The Owners hereby agree and covenant with the developers not to do any act or deed or thing whereby the Developers may be prevented from selling, assigning and / or disposing of any of the Developers' allocated units in the buildings or at the said property, subject to the Developers complying with all the terms and conditions of this agreement.
- If so, required by the Developers, the Owners shall join and/or cause such person as may be necessary to join as confirming parties and documents, conveyance and /or any other documents of transfer that the Developers may enter into any person who desires to acquire comprised in the Developers' Allocation and similarly the Developers shall join in respect of the Owners' allocation.
- Any dispute is found in future towards the title to the said property of the Owners, in that event shall be liable to refund all the money so paid by the Developers together with all expenses thereof with saving bank interest.
- The Owners have to bear the proportionate cost of Generator, Transformer, Common Electric Connection, Water Reservoir, Rain Water drainage and Water Treatment Plant if required.

ARTICLE – XIII: OWNERS INDEMNITY

- The Owners or anybody claiming through them hereby undertake that the Developers shall be entitled to the said Developers' allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the developers performs and fulfils all the terms

and conditions herein stipulated and on its part to be observed and performed.

ARTICLE-XIV: DEVELOPER'S INDEMNITY

- The Developers hereby undertakes to keep the Owners indemnified against all third party claim and actions arising out of any act of commission or omission by the Developers or any accident, death of any labour/employee engaged by the Developers in or relating to the construction of the said building.
- The Developers hereby undertakes to keep the Owners indemnified against all actions, suit, costs, and proceedings and claims that may arise out of the Developers' actions with regard to the said premises for the development and/or in the manner of construction of the said building and/or for any defect therein.
- That the developers have to arrange an accommodation for the owners' family within the nearby area during the period from dismantling of their old house and up to the date of handing over the possession in new building. The cost of rental (except electricity charges) of such accommodation will be borne absolutely by the developers till handing over the owners' allocation.

ARTICLE- XVII: MISCELLANEOUS

- The Owners and the Developers have entered into this agreement purely on a principal to principal basis and nothing contained herein shall be deemed to construe as a partnership between the Developers and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of person.

- It is understood that from time to time to facilitate the construction of the building by the Developers various deeds, matters and things not herein specified, may be required to be done by the Developers and for which the Developers may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional power of attorney and /or authorization as may be required by the Developers for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be ; provided that all such acts , deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this agreement and the common law and the Owners agree not to revoke the Developers Power of Attorney one granted by the Owners for the purpose herein contained till this Development Project is complete.
- Any notice required to be given by the Developers shall, without prejudice to any other mode of service available, be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Owners and likewise if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Developers by the Owners.
- The Developers will frame scheme for management and administration of the said building and / or common parts thereof and the parties hereby agree to abide by the rules and regulations of such Management /Society / Association when framed and hereby give consent to abide by the same.

- Immediately upon sanction of building plans the Owners and Developers shall execute a proper memo specifying a name of the building the flat Nos, and other particulars of the Developers Allocation and the Owners' Allocation.
- It is further declared and agreed that the developers will be at liberty to form a society of the unit Owners of the building and have the same registered under the West Bengal Apartment Ownership Act, or any other statute as the Developers may deem fit and proper and in such cases, the Owners shall provide all possible assistance as may be required in this behalf.
- It is further agreed and declared that all the agreements for the documents in respect of sale of the Developers' Allocation in the said proposed building shall be drafted by Developers Advocate and any documents relating to sale of Owners allocation should be approved by the Developers Advocate and necessary Stamp duty Registration Fees, drafting charges and all other expenses incidental thereto shall be paid to him by the intending purchasers thereof, In matters of dispute and difference arise between the parties on that event the parties will be required to solve their problem amicably by sitting together ; on failing to reach a conclusion on that event each party shall have their right and authority to file any suit or suits within the local jurisdiction at Baruipur Court both Civil or Criminal.

ARTICLE-XVI: TITLE DEEDS

- The Owners shall provide the Developers all original documents and as and when necessary give inspection and copies of the documents to the prospective transferees of any unit of the building. Developers shall ultimately handover all the original documents to the custody of