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Additional Registrar of Assurances-IV, Kolkata

6 MAY 2023

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 3RD day of MAY, 2023 (Two Thousand and Twenty-Three) only

BETWEEN

Dr. Kaushik Chakraborty (PAN - AEAPC9409F; AADHAAR NO. 2311 7090 1616), son of Late Kamakhya Chakraborty, residing at Bangalakshmi Abasan, Dashadrone, Check Post, P.O. Baguiati, P.S. Baguiati, Kolkata - 700136, by faith - Hindu, by occupation - Medical Practitioner, by

Souren Dasgupta, Advocate
8/0 Debda Dasgupta
Alipore Judges Court,
P.O. & P.S. Alipore,
Kolkata - 700027.
(M: 7003320267)



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 6 MAY 2023

nationality - Indian, hereinafter referred to as the **LANDLORD** (which term or expression shall unless excluded by or repugnant to the context thereto shall be deemed to mean and include his heirs, executors, assignors, successors, administrators, legal representatives, agents) of the **FIRST PART.**

AND

KAPPA BUILDERS, a proprietorship firm having its registered office at New Town, Plot no. 180, Street no. 295, DD Block, Kolkata - 700157, North 24 Parganas represented through its **proprietor namely Sri Sushant Meher (PAN - DUEPM0033C; AADHAAR NO. 8844 4538 2349)**, son of Late Tulsi Meher, residing at 3E, Sristi Plaza, Salua Bazar, Post Office - R. Gopalpur, Police Station - Airport (now Narayanpur), Kolkata - 700136, District - North 24 Parganas **HEREINAFTER REFERRED** to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context thereto shall be deemed to mean and include his heirs, executors, assignors, successors, administrators, legal representatives, agents) of the **OTHER PART.**

WHEREAS by a Deed of Sale dated 12.11.1980 one Smt. Aruna Sen, wife of Sri Manick Chandra Sen purchased from Sudhangshu Bagui, Batakrisna Bagui, Kamal Kanta Bagui, Saileswar Bagui, Someswar Bagui and Smt. Anjali Bagui a land measuring an area of more or less 01 Cottah be the same a little more or less situated under Mouza - Jyangra, J.L. no. 16, R.S. no. 114, Touzi no. 3027 comprised in R.S. Khatian no. 176 corresponding to R.S. Dag no. 171 under P.S. Rajarhat, District - 24 Parganas (North) and which was registered before the Office of the Sub-Registrar Cossipore Dum Dum and recorded in Book no. I, Volume no. 41, Pages - 189 to 194, Being no. 2240 for the year 1980.

AND WHEREAS by a Deed of Sale dated 18.08.1982 the said Smt. Aruna Sen, wife of Sri Manick Chandra Sen purchased from Smt. Puspa Rani Devi, wife of Sri Chanchal Kumar Ganguly an another land measuring more or less 03 Cottahs lying and situated at Mouza - Jyangra, J.L. no. 16, R.S. no. 114, Touzi no. 3027 comprised in R.S. Khatian no. 107, 175 and 176 under R.S. Dag no. 167, 170 and 171, then within the local limits of Rajarhat Gopalpur Municipality and the said Deed was registered before the Office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book no. I, Volume no. 346, Pages - 27 to 34 for the year 1982.

AND WHEREAS by virtue of the aforesaid purchase the said Smt. Aruna Sen was seized and possessed of and/or otherwise well and sufficiently entitled to the said property admeasuring more or less 04 Cottahs of land as stated hereinabove in her possession and accordingly duly mutated her name in the Record of the then Jyangra Hatiara I No. Gram Panchayet and used to pay taxes regularly and thereby became the absolute owner of the said property and accordingly constructed a three storied building on the said plot of land as per the plan sanctioned by the Said Gram Panchayet and had been enjoying all the right, title and interest in the said property.

AND WHEREAS said Smt. Aruna Sen died intestate on 23.10.2005 and leaving behind her sons and daughters namely Sri Biswajit Sen, Sri Avijit Sen, Sri Prasenjit Sen, Sri Satyajit Sen, Sri Ranjit Sen, Smt. Putul Dutta, Smt. Ratna Dutta and Smt. Nanda Sarkar as her only legal heirs and successors in respect of the aforesaid property by operation of the law of inheritance.

AND WHEREAS after the death of Smt. Aruna Sen her aforesaid legal heirs and successors applied for mutation of their names as owners in the record of the Rajarhat Gopalpur Municipality and accordingly their names were mutated and recorded in the records of the said Municipality being premises no. B/1, Rajarhat Road, P.S. Baguiati, Kolkata - 700059.

AND WHEREAS the said Sri Biswajit Sen, Sri Avijit Sen, Sri Prasenjit Sen, Sri Satyajit Sen, Sri Ranjit Sen, Smt. Putul Dutta, Smt. Ratna Dutta and Smt. Nanda Sarkar being the absolute owner of the aforesaid property of the three storied building measuring more or less 2300 Sq.Ft. lying on a land measuring about 04 Cottahs situated at Mouza - Jyangra, J.L. no. 16, R.S. no. 114, Touzi no. 3027 comprised in R.S. Khatian no. 107, 175 and 176 corresponding to R.S. Dag no. 171, 167 and 170 under P.S. Rajarhat, District - North 24 Parganas being premises no. B/1, Rajarhat Road, P.S. Baguiati, Kolkata - 700059 under Ward no. 25 of the Rajarhat Gopalpur Municipality and accordingly sold conveyed and transferred the aforesaid property to Dr. Debjani Chakraborty by virtue of five registered Deed of Conveyances being Deed nos. 06984/2008, 07788/2008, 00238/2009 and 01480/2009 registered before the Office of the Additional Registrar of Assurance II, Kolkata and Deed no. 01490/2009 registered before the Office of the District Sub-Registrar II, Barasat, North 24 Parganas.

AND WHEREAS in the aforesaid manner said Dr. Debjani Chakraborty became the absolute owner of the aforesaid property mentioned in the schedule below hereunder written and thereafter mutated her name in the record of the Rajarhat Gopalpur Municipality and she has been enjoying the same without any objection from any person/s whatsoever.

AND WHEREAS while being seized and possessed of the same, said Dr. Debjani Chakraborty transferred and conveyed the schedule below entire property in favour of her husband namely Dr. Kaushik Chakraborty, the landlord herein by virtue of a Deed of Gift dated 20.12.2013 registered before the Office of the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas and recorded in Book no. 1, Volume no.21, Pages - 5563 to 5580, Being no. 152314564 for the year 2013.

AND WHEREAS said Dr. Kaushik Chakraborty after becoming the owner of the schedule below property mutated his name before the records of the B.L. and L.R.O. Rajarhat whereby the said schedule property got recorded appertaining to L.R. Dag nos. 167, 170 and 171 under L.R. Khatian no. 1456 within Mouza - Jyangra, J.L. no. 16, P.S. Rajarhat, North 24 Parganas.

AND WHEREAS the owner has approached the Developer to undertake the development of the aforesaid lands as mentioned in the schedule below to this Agreement to which the developer has agreed on the following terms and conditions as mentioned hereinbelow.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Parties hereto as follows :-

1. DEFINITIONS : In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms and expressions shall have meanings as follows :-

1.1 "Applicable Law" shall mean all applicable laws, by-laws, rules and regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Government Authority or person acting under the authority of any Government Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter.

1.2 "Approvals" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc. in any form whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;

1.3 "Association" shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each unit of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purposes of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;

2. "Owner" shall mean and include **Dr. Kaushik Chakraborty (PAN - AEAPC9409F; AADHAAR NO.2311 7090 1616)**, son of Late Kamakhya Chakraborty, residing at Bangalakshmi Abasan, Dashadrone, Check Post, P.S. Baguiati, Kolkata - 700136, by faith - Hindu, by occupation - Medical Practitioner, by nationality - Indian and includes his legal heirs, executors, successors, administrators, legal representatives and assignee.

"Developer" shall mean and include **KAPPA BUILDERS**, a proprietorship firm having its registered office at New Town, Plot no. 180, Street no. 295, DD Block, Kolkata - 700157, North 24 Parganas represented through its proprietor namely **Sri Sushant Meher (PAN - DUEPM0033C; AADHAAR NO. 8844 4538 2349)**, son of Late Tulsi Meher, residing at 3E, Sristi Plaza, Salua Bazar, Post Office - R.

Gopalpur, Police Station - Airport (now Narayanpur), Kolkata - 700136,
District - North 24 Parganas.

- 2.1 **"Said Property"** shall mean and include ALL THAT piece and parcel of more or less **04 Cottahs of Bastu land comprised in L.R. Dag nos. 167, 170 and 171** all within **L.R. Khatian no. 1456, within Mouza - Jyangra, J.L. no. 16, Police Station - Rajarhat, B.L. & L.R.O. Rajarhat, within the jurisdiction of A.D.S.R.O. Rajarhat, North 24 Parganas, Kolkata - 700059** together with one residential three storied structure admeasuring total covered area of more or less **2300 Square feet bearing Holding no. 197, Ward no. 16 (previously 25), Circle no. F, Bliss Nursing Home, B/1, Rajarhat Road, Jora Mandir, Taltala, Kolkata - 700059** presently within the local limits of **Bidhannagar Municipal Corporation**.
- 2.2 **"Project"** shall mean and include **Multi Storied Building** consisting of residential units, commercial spaces and car parking spaces to be constructed at or upon the land comprised in the "Said Property" in accordance with the Sanction Plan, upon amalgamation of the Said Property with any adjacent land, if available, as per the sole discretion of the Developer. However, the Developer might raise further construction over **sanctioned building plan** if he deems fit and proper after amalgamation, if any. **The name of the project shall be "KAPPA GALAXY"**.
- 2.3 **"Units"** shall mean and include residential units, commercial spaces and car parking spaces which would be available for independent use and occupation at the said Project.
- 2.4 **"Car Parking Spaces"** shall mean and include car parking spaces both covered and open of the Project.
- 2.5 **"Commercial Units"** shall mean and include shops, show-rooms, offices and other spaces meant for commercial use.
- 2.6 **"Development Work"** shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer as per the sanctioned Plan and also as per the Municipal laws and Building Rules.
- 2.7 **"Sanctioned Plan"** shall mean and include the building plan which shall be sanctioned and/or approved by the **Bidhannagar Municipal Corporation** as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project and also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 2.8 **"Common Parts"** shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground and

overhead water reservoirs, water pipes, water pump and motor, lifts, lift well, lift machine room and the sewerage and drainage connection pipes and other common areas and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the Units at the Project but shall not include the roof and the open spaces on the ground floor level of the Project which are not identified as Common Areas by the Developer. Roof rights shall be with the Developer, Landowner and also the Purchasers of the Units as would be allotted by the Developer and the Landowner respectively.

- 2.9 **"Owner's Allocation"** shall mean the Owners shall be allotted **50% of the constructed area of the entire multi-storied building** comprising of residential unit, Covered and open commercial space and parking space of the Said Building **together with undivided proportionate share in the land and undivided proportionate share in the Common Parts together with roof right.**
- 2.10 **"Developer's Allocation"** shall mean and include **50% of the balance entire Constructed areas as per the sanctioned building plan** to be obtained from the concerned authority of the Bidhannagar Municipality (residential and car parking space, both covered and open and commercial spaces, if any) and other units on the ground floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building Together with Roof Right Together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.
- 2.11 **"Architect"** shall mean and include the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said Development Work as also for supervising the carrying out of the said Development Work and construction of the proposed project as per the Sanctioned Plan and also the Municipal laws and Building Rules.
- 2.12 **"Buyers"** shall mean and include the intending Buyers/Transferees of the residential units, parking spaces and other saleable spaces at the Project.
- 2.13 **"Competent Authority"** shall mean and include the Bidhannagar Municipal Corporation and also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.
- 2.14 **"Development Rights"** shall mean and include the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:

- (i) enter upon and take permissive possession of the Said Property from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
- (ii) appoint, employ or engage Architects, Surveyors, Engineers, Contractors, Sub-Contractors, Labour, Workmen, Personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project/Complex in accordance with the Approvals;
- (iii) to carry out all the infrastructure and related works/constructions for the Complex including water facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan or order of any Governmental Authority;
- (iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas within the Developer's Allocation and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements for transfer with all intending purchasers in respect of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer ownerships, possession, use or occupation of all Units and/or saleable areas within the Developer's Allocation comprised in the Project to the respective intending Purchasers/Transferees;
- (v) Execute all necessary legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, **amalgamation**, licensing or sale of all Units and/or saleable areas within the Developer's Allocation as envisaged herein and appear, admit, execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;

- (vi) Manage the project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer/assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;
- (vii) Apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of Development and construction of the Project;
- (viii) Generally any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement.

2.15 "Force Majeure" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or failure to grant any necessary permission or sanctions for reasons outside the control of either Party or any Government or Court Order;

3. INTERPRETATIONS :

- (a) Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under;
- (b) Any covenant by the Developer and/or the Owners not to do or commit any acts, deeds or things shall mean and include their respective obligations not to permit such act or thing to be done or committed;
- (c) Reference to recitals, articles, clauses and the Schedules shall be deemed to be reference for those in this Agreement;
- (d) The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not

control the construction or interpretation of the clauses under the headings;

- (e) The recitals and the Schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement;
- (f) In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

4. PURPOSE, APPOINTMENT AND THE DATE OF COMMENCEMENT

4.1 Purpose

4.1.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Said Property in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.

4.1.2 The Parties shall extend all co-operations to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

4.1.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

4.2 Appointment: The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

4.3 Commencement: This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Property by constructing ready to use residential building, complex comprising of various independent car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties and as stated hereinafter. Provided that Developer shall complete the Project/Construction within 24

months and hand-over the Owner's Allocation complete in all respect. If the Developer fails to do so within the time limit, this agreement will terminate at the wish of the land owner.

5. MUTUAL COVENANTS:

- i. The Owners and the Developer jointly and severally represent and covenant with each other as follows :
 - (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and the Developer are competent to perform their respective obligations hereunder.
 - (b) This Agreement constitutes valid, legally binding and enforceable obligations;
 - (c) Both the Owners and the Developers shall take such further steps and do or commit such further acts and also execute and deliver such further instruments and documents and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Property in such manner as contemplated in this Agreement;
 - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument bonding upon the Owners and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment of any Court of competent jurisdiction which directly or indirectly affect the Said Property and/or this Agreement.

6. OWNER'S REPRESENTATIONS: The Owners declare and confirm to have made the undermentioned various representations and assurances to the Developer.

- (a) The "Said Property" is free from all encumbrances, mortgages, charges, *liens*, *lis pendens*, claims, liabilities, attachments, leases, tenancies, debutter, waqf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.
- (b) The Owners have full and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Property" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Property" to the Developer as per the terms herein recorded.

- (c) The Owners have not entered into any other Development Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.
- (d) The Land Revenue, Municipal Taxes/panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement, the Owners herein shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- (e) The "Said Property" is not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or any other such right, which may adversely affect the "Said Property" and/or the Development thereof.
- (f) The "Said Property" is not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act, 1953 and/or the West Bengal Land Reforms Act, 1955.
- (g) There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever.
- (h) The "Said Property" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.

7. DEVELOPER'S REPRESENTATIONS:

- 7.1 The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of the new building.
- 7.2 The Developer has sufficient means of necessary finance for carrying out the development of the "Said Property" and/or construction of the said Project thereat.
- 7.3 The Developer shall carry out and complete the development in respect of the "Said Property" and/or construction of the said Project strictly in accordance with the sanctioned plan and as per the relevant Municipal Laws/Panchayat Laws as may be applicable and building Rules relating to the development of

immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

8. SECURITY DEPOSIT: The Developer has paid a sum of Rs. 30,00,000/- (Thirty Lacs) only out of Rs. 50,00,000/- (Rupees Fifty Lacs) only as Refundable/Adjustable security deposit to the Owner at the Execution of these presents.

9. DEVELOPMENT WORK:

- 9.1** The Owner being desirous of development of the Said Property have duly appointed and/or hereby appoint the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the Sanctioned Plan and on the terms and conditions herein recorded.
- 9.2** The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said Project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plan thereat in the manner and within the time and on the terms and conditions herein recorded.
- 9.3** The Owners hereby agree to allow the Developer to undertake development of the "Said Property" in accordance with the "Sanctioned Plan".
- 9.4** It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 9.5** The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owners until such time the development is contemplated in all regards.

10. DEVELOPER'S OBLIGATIONS AND COVENANTS:

- 10.1** In consideration of the Developer's Allocation aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Property" and/or construction of the said Project in

one or more phases and the same in accordance with the Sanctioned Plan and as per the municipal/Panchayet laws and building Rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.

- 10.2** The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No Objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Property" and/or construction of the said Project in one or more phases as per provision of Municipal Laws. The Developer may cause to be prepared the plans for construction of the said Project by causing and ensuring the consumption of maximum permissible Floor Area Ratio (F.A.R.).
- 10.3** The Developer shall also be responsible for soil testing, ground levelling, construction of boundary walls and construction of approach road to the Project at its own costs.
- 10.4** The Developer herein shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owner shall not in any manner be liable or responsible.
- 10.5** The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.
- 10.6** The Development of the "Said Property" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installations of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and underground water reservoirs and all other common parts. All the residential Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the Second Schedule hereunder written.
- 10.7** The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the Second Schedule hereunder written and also may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.

- 10.8** The Developer shall keep the Owners indemnified and harmless against all third-party claims and actions arising out any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Property" and/or construction of the said Project.
- 10.9** The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and the costs thereof shall be borne by the Developer and shall also obtain necessary occupation certificate from the concerned/competent authority as be required under the statutes. However, applying for and obtaining electrical connection within each Unit shall not be the responsibility of the Developer.
- 10.10** The Developer herein shall, unless prevented by Force Majeure reasons (a) carry out and complete the development of the "Said Property" and construction of the Project; (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the Project from the competent authority all positively within 36 months from the date of Sanctioned Plan or starting of Construction whichever is later, with a grace period of 06 (six) months (hereinafter referred to as the "Project Completion Date"). Be it noted that the Developer shall obtain sanctioned building plan within 6 months from the date of registration of this agreement, in default the agreement shall be terminated at the wish of the landowner.
- 10.11** The Developer shall complete the Construction work of the said Project within the period as contemplated hereinabove. In case the construction work stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 10.12** The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Developer shall remain suspended during the duration of the Force Majeure.
- 10.13** The Developer herein shall, notwithstanding anything to the contrary, contained in this Agreement, solely be responsible for planning the Project, development of the "Said Property" and construction of the proposed Project making publicity and marketing the project and also selling or otherwise disposing of the "Units", "Parking Spaces" and also other "saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfil and perform all the terms and conditions hereof in connection therewith.
- 10.14** The Developer shall arrange for electric meter for for the Owner's Allocation at the cost of the Developer.
- 10.15** The Developer shall provide AC connection in each and every bed room of each flat of Owners' Allocation.

- 10.16** The Developer shall provide copy of sanctioned building plan, copy of development agreement and copy of power of Attorney made between the present Owners and the Developer herein.
- 10.17** The Developer herewith agrees with the Owners that during continuance of the construction to be constructed over and above the 'A' schedule property, the Developer at no such circumstances will transfer the project to any Developer or 3rd party at any point of time without any plea or pretext.
- 10.18** It is further agreed between the Developer and the Owners that after completion of owners' allocation the Developer shall provide possession letter for each and every flat of the owners' allocation.

11. OWNER'S OBLIGATIONS/COVENANTS:

- 11.1** The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of execution of this Agreement.
- 11.2** The Owner shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 11.3** The Owner shall as per its obligations, render its best co-operation and assistance to the Developer in the matter of Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the "Said Project" as may from time to time be necessary or required.
- 11.4** The Owner shall not do or permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or any interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the Said Project by the Developer. In case of any mortgage allocation of the project by the Developer, it shall not extend to the owner's percentage and shall remain within the Developer's proportionate share of the project.
- 11.5** The Owner shall be bound to produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation.
- 11.6** The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer for obtaining original/revised Sanctioned Plan from the competent authority in the name of the Owners. The Owners shall render all sorts of reasonable co-

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- 11.2** The Owner shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 11.3** The Owner shall as per its obligations, render its best co-operation and assistance to the Developer in the matter of Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the "Said Project" as may from time to time be necessary or required.
- 11.4** The Owner shall not do or permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or any interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the Said Project by the Developer. In case of any mortgage allocation of the project by the Developer, it shall not extend to the owner's percentage and shall remain within the Developer's proportionate share of the project.
- 11.5** The Owner shall be bound to produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation.
- 11.6** The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer for obtaining original/revised Sanctioned Plan from the competent authority in the name of the Owners. The Owners shall render all sorts of reasonable co-

- operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".
- 11.7** The Owners shall from time to time sign, execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project at the costs and expenses of the Developer.
- 11.8** The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer for conversion of the Said Property.
- 11.9** The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under West Bengal Land Reforms Act, 1955 and from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer in this regard.
- 11.10** It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations, etc. in respect of the "Said Property" is required whether for the purpose of sanction or construction or anything required thereto, the Developer shall obtain the same in the name of the Owners at the costs and expenses of the Developer.
- 11.11** The Owners shall not be considered to be liable for any default or breach of their obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.
- 11.12** However, if any existing clearances, certificates, no objection certificates, conversions, mutations, Sanctioned Building Plan, already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk of the Owners. Provided also that in the event of the existing clearances

certificates, no-objection certificates, conversions, mutations and Sanctioned Building Plan already obtained by the Owners and found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance certificates, no-objection, conversions, mutations and Sanctioned Building Plan, the Developer shall not in any manner be liable for the same.

11.13 It is further clarified that if the Owners' title and/or representation in respect of the "Said Property" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owners and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owners' Allocation accordingly.

12. Powers and Authorities

- 12.1 Power of Attorney for Building Plan Sanction :** The Owners hereby grant to the Developer and/or its nominees Power of Attorney for the purpose of getting the Building Plan/s sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 12.2 Power of Attorney for Construction and sale of Units :** The Owners hereby grant to the Developer and/or its nominees Power of Attorney for construction of the Building/s Complex/Project and booking and sale of all Units within the Developer's Allocation.
- 12.3 Further Acts :** The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds and things and matters, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
- 12.4** The Owners herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with the possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owner to deal with the "Owners' Allocation" in terms hereof.
- 12.5** The detailed powers granted by these presents are given in the **Third Schedule** hereunder.

13. CONSTRUCTION WORK :

- 13.1** The Construction of the said Project shall be strictly as per the Municipal Laws and/or Building rules, regulations and byelaws framed thereunder and the same strictly in accordance with the Sanctioned Plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the Sanctioned Plan and/or in violation of the Municipal/Panchayet Laws and/or the Rules, regulations and byelaws thereunder.
- 13.2** The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said Development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.
- 13.3** The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.
- 13.4** The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the Specifications mentioned in the **Second Schedule** hereunder written.
- 13.5** The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.
- 13.6** The Developer shall be entitled to get the said Property amalgamated by the Owners with other adjacent land.

14. COSTS OF CONSTRUCTION:

- 14.1** The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 14.2** The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing the development of the "Said Project" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent Authority.
- 14.3** The Parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government Authorities and/or Departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 14.4** It is agreed and made clear that the Developer herein shall be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.
- 14.5** The Parties have further agreed that so far as to the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development in construction of the said Project.

15. PUBLICITY AND MARKETING:

- 15.1** The Developer shall have the exclusive right and entitlement to market, advertise/promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces and Parking Spaces and other facilities within the Developer's Allocation comprised in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer.
- 15.2** The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference of any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 15.3** The Developer shall be entitled to receive consideration/allotment money/advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation

comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or Spaces structures and other facilities to the persons intending to purchase the same.

- 15.4** The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer/allotment, booking of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept and receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property".
- 15.5** The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.

- 16.** The publicity and marketing of the Project of development of the building complex would be made and the costs on account thereof would be incurred in the manner by the Developer and to the extent as the Developer would from time to time decide.

17. SALE OF UNITS/PROJECT:

- 17.1** The Developer would sale, transfer or otherwise dispose of the Units and/or car parking spaces of the Project within the Developer's Allocation in favour of the intending transferees on leasehold basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- 17.1.1** All Sale Deed with regard to the Developer's Allocation may be signed and registered by the Developer, the constituted Attorney appointed by the Owners as per this Agreement and the Development Power of Attorney agreed to be granted by the Owners in favour of the Developer. However, the power and authorities However, the power and authorities as to be given by the Owners to the Developer and/or its representative shall always be subject to fulfilment of all obligations of the Developer towards the Owner.
- 17.1.2** It has been agreed that the payment of the allotment money by the intending transferees, the entirety of the total Sale proceeds including the earnest monies, part payments and consideration

amounts, which the Developer would from time to time received and/or realize on account and in respect of transfer of the several Residential Units, car parking spaces of the Project within the Developer's Allocation would be taken in the name of the Developer and all buyers/transferees shall be notified in respect thereof and deposited in the account of the Developer.

- 17.1.3** For the transfer of the commercial units, if any constructed in the Project, and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest monies, part payments and consideration amounts which the Owners agree and confirm.
- 17.2** The Parties hereto hereby agree that all agreements, contracts, deeds and documents for transfer of the Residential Units, commercial Units, if any and car parking spaces of the Project shall be drawn upto the terms, conditions and covenants as the Developer may decide with knowledge to the Owners and which the Project Advocate may approve. Further, Owners should also maintain the same format of documents while disposing the Owners' Allocation being part of the said Project to the future allottees.
- 17.3** **The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill boards, etc. at the Said Property of its said Brand name.**
- 17.4** The Parties agree that the Developer shall be responsible to keep the Owners' Allocation secured from entry of trespassers or any other person who has no legal right over possession on the Owners' Allocation.
- 17.5** The Parties agree that the Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.
- 17.6** The Developer hereby agrees and covenants with the Owners not to do any acts, deeds or things whereby the Owners will be prevented from enjoying, seeing, assigning, disposing of the Owners' Allocation or any part of it.
- 17.7** The Developer shall complete the construction and make the said Project habitable and handover the Owners' Allocation within the Project Completion Date i.e. **18 months from the date of the execution and registration of this Development Agreement and with a grace period of 6 months as described** hereinabove,

unless prevented by the circumstances of Force Majeure described hereinabove. After the completion of the Owners' Allocation, the Developer will inform the Owners to take possession of the Owners' Allocation in favour of the Owners in writing via Speed Post/Registered Post and the Owners shall be bound to take the possession of the Owners' Allocation within 07 (seven) days from the date of issuance of the said letter and if the Owners fail to take delivery of the Owners' Allocation within the stipulated period then it shall be deemed that satisfactory physical possession of the Owners' Allocation has been handed over to the Owners by the Developer on the seventh day of the date of issuance of the said letter and the Developer shall have no responsibility with regard to the Owner's Allocation thereafter.

17.8 Neither party shall use or permit to be used with the respective allocation in the building or any part or portion thereof for carrying on any obnoxious, illegal and immoral trade or activity and not be use the same for any purpose which may cause any nuisance or hazard to the occupiers of the said Project/Complex.

17.9 Neither party shall demolish or permit demolition or any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the said Project without the written permission of the Society.

18. RATES, TAXES AND MAINTENANCE:

18.1 The Owners herein shall bear and pay the land revenue, Panchayet/Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the date of execution hereof.

18.2 On and from the date of execution of this Presents, the Developer herein shall bear and pay the land revenue as also the Municipality Taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and after handing over possession of the Owners' Allocation, the Developer and the Owners shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owners and the Developer accordingly.

18.3 On and from the date of completion of the proposed Project as also making over the possession of the several Units and Car Parking spaces of the Project to the buyers and/or the transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Panchayet/Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Commercial Units, if any and/or car parking spaces.

18.4 On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day-to-day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

18.5 The Developer shall cause an Association/Syndicate or Limited Company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and bye laws of such Management Association/Syndicate/Company.

19. CERTAIN DEFAULTS AND CONSEQUENCES:

19.1 In case the Developer fails to construct and complete the Project within completion time as contemplated hereinabove then and in such event, the Developer shall be entitled to a further grace period of 6 (six) months subject to the Developer paying the "delay/penalty amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developers as may be agreed in the Unit transfer Agreement during such extended grace period of 6 (six) months. Provided, also that if the Developer still fails to comply with its obligations within such extended grace period of 6 (six) months.

19.2 None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such relief/s.

20. MISCELLANEOUS:

20.1 The Owners and the Developer have entered into this Agreement purely on principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.

20.2 Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer, or as creating any right, title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.

- 20.3 The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer.
- 20.4 On completion of the development of the "Said Project" and construction of the said project as also distribution of the Owners' Allocation and the Developer's Allocation between the Owners and the Developer respectively as mentioned hereinabove, this Agreement shall stand fulfilled.
- 20.5 The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.6 The Owners and/or their authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Property" after giving prior 24 hours notice to the Developer.
- 20.7 Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.8 At all times the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal, civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 20.9 Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.

21. NOTICES:

- 21.1 **Mode of service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owners shall address all such notices and other written communications to **Sushant Meher** shall address all such notices and other written communications to the Owners and/or their authorised representatives.
- 21.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery, (2) if sent by registered post, on the 4th day of handing over the same to the postal authorities.
- 21.3 **Proof of service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered

post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

- 21.4 Electronic Mail:** Any notice sent by way of electronic mail (E-Mail) shall be considered **not** to have been served.

- 22. No assignment/nomination:** Under no circumstances, either of the Parties during the framework of the project be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or the "Said Property".

23. DOCUMENTATION:

- 23.1** All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical the similar terms and conditions as may be decided by the Developer in consultation with the Owners.

- 23.2** All deeds, Agreements, documents and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for transfer of Units and other saleable spaces of the Project shall be prepared by Sourav Baidya (Project Advocate) and the same shall be strictly in accordance with the agreed terms under this Agreement.

24. ENTIRE AGREEMENT:

- 24.1** This Agreement records all the terms, conditions, understandings, representations and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.

- 24.2** This Agreement is a culmination of the discussions and negotiations between the Parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of them proposed project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

25. AMENDMENTS:

- 25.1** No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

26. SEVERABILITY:

- 26.1** if any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity,

legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

27. ARBITRATION AND CONCILIATION:

27.1 In case of there being any dispute or differences or misunderstandings between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this Agreement or any of the clauses herein recorded and/or the completion of the transaction as per this Agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstanding mutually.

27.2 In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstanding and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated as per the provisions of the Arbitration and Conciliation Act, 2015.

28. JURISDICTION:

28.1 The Courts at Kolkata shall exclusively have the jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

("SAID PROPERTY")

ALL THAT piece and parcel of more or less 04 Cottahs of Bastu land comprised in R.S. and L.R. Dag nos. 167, 170 and 171 all within R.S. Khatian nos. 107, 175 and 176 corresponding to L.R. Khatian no. 1456, within Mouza - Jyangra, J.L. no. 16, R.S. no. 114, Touzi no. 3027, Police Station - Rajarhat, B.L. & L.R.O. Rajarhat, within the jurisdiction of A.D.S.R.O. Rajarhat, North 24 Parganas, Kolkata - 700059 together with one three storied structure admeasuring total covered area of more or less 2300 Square feet bearing Holding no. 197, Ward no. 16 (previously 25), Circle no. F, Bliss Nursing Home, B/1, Rajarhat Road, Jora Mandir, Taltala, Kolkata - 700059 presently within the local limits of Bidhannagar Municipal Corporation, District - North 24 Parganas which is butted and bounded by :-

- On the North - Private Passage;
On the South - 4 feet common passage and Dag nos. 167&170;
On the East - Land of Mihir Pal; and
On the West - Rajarhat Road.

(Road Zone - Joramandir to Atghara Crossing)

THE SECOND SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

- **Structure:-**
RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- **Exteriors:-**
Cement plaster, cement-based painting over water repellent coating.
- **Flooring:-**
Vitrified/Rectified tiles in Bedrooms, living/dining and lobbies on all floors of all the residential units of the Owners' and Developer's Allocation.
- **Interiors:-**
Putty punning inside flats, OBD painting over putty punning in common areas and lobbies.
- **Kitchen:-**
Anti-skid ceramic tiles on floor, Cuddapah kitchen counter, stainless steel sink with 2 number of taps at each and every kitchen, glazed ceramic tiles dado on the walls above kitchen counter, CP fittings of reputed make, granite table top of the kitchen, upto 3 feet height ceramic tiles from the table top of each and every kitchen.
- **Bathroom-cum-Toilets:-**
Anti-skid ceramic tiles on floor, glazed ceramic tiles dado on the walls, ceramic wash basins, European WC and CP fittings of reputed make. However, for the Owners' Allocation, the Developer shall provide 6 feet height glazed tiles from 6 inches skirting at bathroom, one shower, 3 numbers of taps in each bathroom for the Owners' Allocation only. The taps and fittings of the bathroom will be of Jaquar brands or equivalent company's fittings.

- **Doors:-** Wooden door frames, solid core flush shutters for main entrance door with night match and magic eye, outside finish, polish teak Veneer, Inside, Paint finish, Painted wooden door frames, solid core flush shutters for all internal doors with paint finish. For the Owners' Allocation, the Developer shall provide collapsible gate in front of the main door of each and every flat and covered grill at each and every verandah's flat of the Owners' Allocation.
- **Windows:-** Anodised aluminium frames with fully glazed shutters.
- **Stairs:-** Indian patent stone flooring; MS railing.
- **Roof:-** Properly waterproofed.
- **Lift facia:-** Vitrified tiles with granite/marble in ground floor lobby.
- **Electrical:-** Concealed insulated copper wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust fan points in all Bathrooms and kitchens; conduiting of cable TV. For the Developers; Allocation the Developer shall provide modular switches of Anchor company for each and every flat of Owner's Allocation.
- **Plumbing:-** Internal concealed plumbing.
- **Power back-up:-** Emergency power back-up for common area lighting and lifts. 500W back up in each flat.
- The Developer shall provide ARD facilitated lift.
- The Developer shall provide 2 light points, 1 exhaust fan point, 1 mixer grinder and water purifier point, 1 chimney point, 1 5Amp plug point at kitchen of each and every flat of owners' allocation.
- The Developer shall provide 2 light points, 1 fan point, 1 geyser point at bathroom of each and every flat of owners' allocation.
- The Developer shall provide 2 light points, 1 fan point, 1 AC point, one 5Amp plug point, 1 PV point for each and every bed-room of each and every flat of the Owners' Allocation, 2 light points, 1 fan point, 1 5Amp plug point for fridge for dining space for each and every flat of Owners' Allocation.

- **Doors:-** Wooden door frames, solid core flush shutters for main entrance door with night match and magic eye, outside finish, polish teak Veneer, inside, Paint finish, Painted wooden door frames, solid core flush shutters for all internal doors with paint finish. For the Owners' Allocation, the Developer shall provide collapsible gate in front of the main door of each and every flat and covered grill at each and every verandah's flat of the Owners' Allocation.
- **Windows:-** Anodised aluminium frames with fully glazed shutters.
- **Stairs:-** Indian patent stone flooring; MS railing.
- **Roof:-** Properly waterproofed.
- **Lift facia:-** Vitrified tiles with granite /marble in ground floor lobby.
- **Electrical:-** Concealed insulated copper wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust fan points in all Bathrooms and kitchens; conduiting of cable TV. For the Developers; Allocation the Developer shall provide modular switches of Anchor company for each and every flat of Owner's Allocation.
- **Plumbing:-** Internal concealed plumbing.
- **Power back-up:-** Emergency power back-up for common area lighting and lifts. 500W back up in each flat.
- The Developer shall provide ARD facilitated lift.
- The Developer shall provide 2 light points, 1 exhaust fan point, 1 mixer grinder and water purifier point, 1 chimney point, 1 5Amp plug point at kitchen of each and every flat of owners' allocation.
- The Developer shall provide 2 light points, 1 fan point, 1 geyser point at bathroom of each and every flat of owners' allocation.
- The Developer shall provide 2 light points, 1 fan point, 1 AC point, one 5Amp plug point, 1 PV point for each and every bed-room of each and every flat of the Owners' Allocation, 2 light points, 1 fan point, 1 5Amp plug point for fridge for dining space for each and every flat of Owners' Allocation.

- The Developer shall provide good quality flush door for each and every bedroom of each and every flat and good quality PVC door for each and every bathroom and kitchen of Owners' Allocation.
- The Developer shall provide Godrej lock at each and every main door of each and every flat of owners' allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO

POWER OF ATTORNEY

1. **Sanction, revalidation, modification, extension and alteration of Building Plans and other Statutory Compliances:** To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing a qualified person/architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the concerned Bidhannagar Municipality, the other authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the concerned Bidhannagar Municipality and other authorities.
2. **Dealing with Authorities:** To deal with all authorities including but not limited to concerned Bidhannagar Municipality and other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required and cause gift of portion of the Said Property in favour of the concerned Bidhannagar Municipality and other Authorities for road widening or any other necessities as may be required by the Developer/Attorney.
3. **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
4. **Amalgamation of Said Property:** To apply and take all steps in order to amalgamate the said property on behalf of the Owners along with the adjacent land.