

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA


पश्चिम बंगाल WEST BENGAL

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23/2/23

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Signature Sheet and  
endorsement Sheet are  
the Part & Parcel of the  
Document.

  
District Sub Registrar-II  
Hooghly

23 FEB 2023

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## DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on 23<sup>rd</sup> day of February, 2023

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A bent Kasem Pottas,  
Kustia Road  
Tijala South 24 Parganas

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District Sub-Registrar-II  
Hooghly

23 FEB 2023

B E T W E E N

(1) SK ABUL KASEM (PAN-AYBPS5395M) (AADHAAR NO.761706565719), Son of Sekh Nuruddin, by Religion-Muslim (Indian Citizen), by Occupation-Business; (2) MONIHAR BEGUM (PAN-ARDPB3226D) (AADHAAR NO.708590549831), Wife of Sk Abul Kasem, by Religion- Muslim (Indian Citizen), by Occupation-House wife, both residing at 1A/6, Kustia Road, P.O&P.S-Tiljala, Dist.-South 24 Parganas, Pin No. 700039, West Bengal, India, and hereinafter jointly referred to as "THE OWNERS" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and permitted assigns) of the One Part.

A N D

"ROYAL DEVELOPERS" (PAN- ABGFR0535C), a Partnership Firm formed under the Indian Partnership Act, 1932 (Amended upto date) (registered on 21.02.2023, vide Book No. IV, Vol. No. 0603-2023, Page from 55 to 74, Being No. 060300001/2023, registered in the Office of the A.D.S.R, Chinsurah, Hooghly), having its registered office at - Vill. & P.O- Champadanga (Alupatty, Opposite Post Office), P.S-Tarakeswar, Dist-Hooghly Pin No-712401, West Bengal, India and represented by its Partners- (1) SRI SHYAMAL SINGHARROY (PAN- ATEPS3102Q) (Aadhaar No.582424450475), Son of Sri Bankim Singharoy, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Mohanbati, P.O- Nachipur, P.S.- Tarkeswar, Dist.- Hooghly, West Bengal, India, Pin No. 712414, West Bengal, India; (2) SRI SOMNATH SINHA (PAN- AZZPS5125L) (Aadhaar No. 463749947465), Son of Sri Santosh Kumar Sinha, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at Vill.Farm Side Road, 2 No. Lane, Chinsurah Agricultural Farm, Simla (CT), P.O.- Chinsurah (R.S), P.S.- Chinsurah, Dist.-Hooghly, Pin No.712102, West Bengal, India; (3) NIZAMUDIN SAMSUDIN MUNSHI (PAN-AEMPM3506R) (Aadhaar No.431681545945), Son of Samsudin Tasadhusen Munshi, by Religion- Muslim (Indian Citizen), by Occupation-Business, residing at 13 Zahida Duplex Nr. Chhipa Soc, P.O- Danilimda, P.S- Ahmedabad City, Dist.- Ahmedabad, Pin No. 380028, Gujarat, India, presently residing at Vill. Mordhal, P.O-Rajbalhat, P.S.- Jangipara, Dist.- Hooghly, Pin No. 712408, West Bengal, India; (4) SK SAHIL JAVED @ SAHIL JAVED SK (PAN- KQCPS5274L) (Aadhaar No. 885252644818), Son of Jakir Hossain Shaikh, by Religion-Muslim (Indian Citizen), by Occupation- Business, residing at

Part  
of

Khalatpur, P.O.- Khalatpur, P.S.- Udaynarayanpur, Dist.- Howrah, Pin No. 711226, West Bengal, India; (5) SMT BRATATI SINHA RAY (PAN-ARLPB2138C) (Aadhaar No. 66603224 2080), Daughter of Krishna Pada Ghoshal, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at G1, Kali Chatterjee Avenue, Baroda Jora Petrol Pump, P.O & P.S- Garia, Dist.-South 24 Parganas, Pin No. 700084, West Bengal, India, hereafter referred to and called as the "DEVELOPERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successors-in-interest and permitted assigns of the Partnership Firm as well as the heirs, executors, administrators, legal representatives and permitted assigns of each of the Partners) of the OTHER PART.

WHEREAS The Owners and Developer individually "Party" and collectively "Parties" hereto. The Owner No.1/Sk. Abul Kasem is seized and possessed of and absolutely entitled to All that parcel of "BASTU" land admeasuring 06 (Six) Decimal in R.S Dag No. 199, corresponding to LR Dag No. 227, mutated L.R Khatian No. 5808, Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No.504/A, Mohalla/Street/Road-Link Road, morefully described in the First Schedule Part-"A" hereto which was purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh, in Book No I, Vol. No. 47, Page No. 133 to 150, Being No 2381 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of Ararnbagh Paschim Krishnapur, Ward No 3, P.O. & P.S. - Arambagh, Dist.- Hooghly. Subsequent said Owner No.1/Sk. Abul Kasem has mutated his name in the B.I. & L.R.O, Arambagh Block, District.-Hooghly and is regularly paying. khajnas and taxes to the concerned authority.

AND WHEREAS the Owner No.1/Sk. Abul Kasem is seized and possessed of and absolutely entitled to all that parcel of "BASTU" land admeasuring 5½ (Five and half Decimal) in RS Dag No, 199, corresponding to L.R Dag No 227, mutated L.R Khatian No. 5808 in Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No. 504/A, Mohalla/Street/Road- Link Road, morefully described in the First Schedule Part-"B" hereto which was purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh in Book No. I, Vol. No.47, Page No. 151 to 166, Being No. 2382 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy

& Ors. of. Arambagh Paschim Krishnapur, Ward No 3, P.O. & P.S - Arambagh Dist - Hooghly. Subsequent to the said purchase the Owner No.1/Sk Abul Kasem has mutated his name in the B.L & L.R.O, Arambagh Block, Dist. Hooghly and is regularly paying khajanas and taxes to the concerned authority.

AND WHEREAS the Owner No.2/Monihar Begum is seized and possessed of and absolutely entitled to All that parcel of "BASTU" land admeasuring 06 ( Six) Decimal in RS Dag No.199, corresponding to LR Dag No.227, mutated L.R Khatian Nos. 5809, within Mouza- Parul, J.L No. 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No.504/A, Mohalla/ Street/ Road-Link Road, more fully described in the First Schedule Part-"C" purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh, in Book No I, Vol. No 47, Page No 167 to 184, Being No. 2383 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of Arambagh Paschim Krishnapur, Ward No 3, P.O & P.S.-Arambagh, District- Hooghly. Subsequent to the said purchase the Owner No 2/Monihar Begum has mutated her name in the B.L & L.R.O., Arambagh Block, Dist.-Hooghly and regularly paying Govt. Khajanas and Taxes to the appropriate authority of the Government.

AND WHEREAS the lands mentioned in the Schedules "A", "B" and "C" of the First Schedule are contiguous land.

AND WHEREAS the Owners and the Developer have negotiated and arrived at an agreement to develop the said Property by constructing residential cum commercial complexes thereon for mutual benefits.

AND WHEREAS the Developer has agreed that the Owners shall provide the parcels of land described in Part A,B and C of the First Schedule hereto for development on "as is where is" basis.

AND WHEREAS the Owners have provided to the Developer, copies of all documents available with the Owners in respect of the land described in Part A,B and C of the First Schedule hereto and the Developer has examined the said documents and also inspected the land described in Part A ,B and C of the First Schedule hereto and the Developer has, upon the documents made available by the Owners to the Developer and upon fully satisfying itself about the right, title and interest of the Owners to the said parcels of land has agreed to enter into this Agreement to construct, erect and complete the Project of

development of residential cum commercial complex on the terms and conditions contained herein. The Developer agrees that it shall be estopped from seeking any further representation in relation to the right, title and interest of the Owners to the said parcels of land.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

1. Subject Matter of Agreement: Agreement between the Owners and the Developer with regard to development of All that parcel of "BASTU" land admeasuring 06 (Six) Decimal in R.S Dag No. 199, corresponding to LR Dag No. 227, mutated L.R Khatian No. 5808, Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No.504/A, Mohalla/ Street/Road-Link Road, morefully described in the First Schedule Part-"A" in the name of the Owner No 1/Sk. Abul Kasem and more fully described in Part A of the First Schedule hereunder written("said First Property") and all that parcel of "BASTU" land admeasuring 5½ (Five and half Decimal)in RS Dag No, 199, corresponding to L.R Dag No 227, mutated L.R Khatian No. 5808 in Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No. 504/A, Mohalla/Street/Road- Link Road, in the name of Owner No. 1/Sk. Abul Kasem, morefully described in Part B of the First Schedule hereunder written("said Second Property") and All that parcel of "BASTU" land admeasuring 06 (Six) Decimal in RS Dag No.199, corresponding to LR Dag No.227, mutated L.R Khatian Nos. 5809, within Mouza- Parul, J.L No. 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No. 504/A, Mohalla/ Street/ Road-Link Road, in the name of the Owner No. 1/Sk. Abul Kasem, morefully described in Part C of the First Schedule

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only

and Vide Conversion Case No. CN/2022/0615/3132, Memo No.326(2)/BLR/ ARM/ 23, dated 03.02.2023, by B.L&L.R.O, Arambagh, Hooghly in favour of Land Owner No. 2/Monihar Begum.

**2. Representations, Warranties and Background:-**

**2.1 Owners' Representations:** The Owners have jointly and/or severally represented and warranted to the Developer as follows:

**2.1.1 Ownership of the said Property:** The Owner No. 1 is the absolute and lawful owner of the land described in Part A and B of the First Schedule hereto and the Owner No. 2 is the absolute and lawful owner of the land described in Part C of the First Schedule hereto and are fully seized and possessed of and otherwise fully and sufficiently entitled to the said respective portions of land.

**2.1.2 Possession:** The portion of the said Property described in Part A and B of the First Schedule hereto in its entirety is in the exclusive, peaceful and physical possession of the Owner No.1 and the said Property described in Part C of the First Schedule hereto in its entirety is in the exclusive, peaceful and physical possession of the Owner No.2.

**2.1.3 Marketable Title:** The ownership right, title and interest of the Owners in the said Property is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, thika tenancies, licenses, liabilities, attachments, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements and lispendens whatsoever and the Owners have a good and marketable title to the said Property and are entitled to lawfully retain, hold, develop, sell and transfer the said Property under the relevant laws governing the same.

**2.1.4 Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

- 2.1.5 No Prejudicial Act: The Owners have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement or otherwise.
- 2.1.6 No attachment: The said Property is not affected by any attachment under any decree or order of any Court of law or due to Income Tax Revenue or any other Public Demand.
- 2.1.7 No Requisition or Acquisition: The said Property has not received any notice for requisition or acquisition of any authority or authorities under any law for the time being in force.
- 2.1.8 No Legal Proceeding: No suit and/or other legal proceeding has been filed and/or is pending regarding the said Property and there are no orders of any Court of law, tribunal, judicial, quasi-judicial, statutory or any other body or authority affecting the said Property or any portion thereof and/or the ownership, right, title and interest of the Owners in respect of the same.
- 2.1.9 No Restriction: There is neither any restriction on sale, transfer or development of the said Property nor any subsisting order, proceeding, notification, declaration or notice affecting the said Property.
- 2.1.10 No Previous Agreement: The Owners have not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, letting, parting with possession, development or otherwise dealing with or disposing off the said Property or any part thereof and have not created any third party rights whatsoever.
- 2.2 Developer's Representations: The Developer has represented and warranted to the Owners as follows:
- 2.2.1 Acceptance of Owners' representation: The Developer has accepted that the representations made by the Owners in this Agreement in respect of the said Property are to the best of the Owners' knowledge and belief and has carried out inspection of the said Property and examination of the title of the Owners therein and is fully satisfied in respect thereof.



- 2.2.2 Inspection of the site: The Developer has inspected site of the said Property and is completely satisfied in respect thereof.
- 2.2.3 Infrastructure, Expertise and Financial Capacity of Developer: The Developer and the partners of the Developer is having knowledge of construction and development of real estate and has necessary infrastructure and expertise in this field and the financial capacity and resources to undertake the development of the said Property without mortgaging "the said Property" belonging to the Owners.
- 2.2.4 No Abandonment: The Developer and the partners of the Developer shall not abandon the Project under any circumstances and shall accord the necessary attention thereto.
- 2.2.5 Authority: The Developer has full right, power and authority to enter into this Agreement.
- 2.2.6 (i) Change in Constitution: The Developer shall not change its constitution and/or induct any new partner without the written consent of the Owner during the term of the Project and warrants that 3(three) out of the present 5 (five) partners of the Developer namely Sri Shyamal Singharoy, Sri Somnath Sinha and Nizamudin Samsudin Munshi shall continue to remain partners of the Developer for the term of this Agreement.
- (ii) Jointly and severally liable: All the partners of the Developer shall be jointly and severally liable for completion of the Project and shall devote time and energy for completion of this Project within the specified timeline.
- 2.2.7 (a) Other representations of the Owner:
- (i) The execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not conflict with, contravene, violate, result in the breach of, constitute a default under or accelerate performance of any agreement or instrument to which the Owners are a party or any covenant, agreement, understanding, decree or order, injunction, award to which it is a party.

- (ii) There are no actions, suits, proceedings, investigations pending or to the best of the Owner's knowledge threatened against it at law before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default in the performance by the Owners of its obligations under this Agreement.
- (iii) The Owners have no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or legally binding order of any Government Authority or any other pending or potential matters which may impair the Owner's abilities to perform its obligations and duties under this Agreement.
- (iv) The Owners have complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which may impair its abilities to perform its obligations under this Agreement.

**(b) Other representations of the Developer :**

- (i) The execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not conflict with, contravene, violate, result in the breach of, constitute a default under or accelerate performance of any agreement or instrument to which the Developer is a party or any covenant, agreement, understanding, decree or order, injunction, award to which it is a party.
- (ii) There are no actions, suits, proceedings, investigations pending or to the best of the Developer's knowledge threatened against it at law before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default in the performance by the Developer of its obligations under this Agreement.

*Handwritten signature/initials*

(iii) The Developer has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or legally binding order of any Government Authority or any other pending or potential matters which may impair the Developer's abilities to perform its obligations and duties under this Agreement.

(iv) The Developer has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which may impair its abilities to perform its obligations under this Agreement.

(v) The developer shall take necessary steps at their own cost (not applicable for any pre-existing litigation pending against the Land Owners before execution of this Development Agreement) if any litigation which may arise during the course of completion the project and shall make the property free from all litigation before handing over the possession to the owner. The entire costs and expenses shall be carried out by the developer including the owner's allocation.

(vi) The Developer shall complete the development of the Property in accordance with and within the time mentioned this Agreement and the sanctioned plans as modified from time to time and in compliance with all applicable laws.

2.3 **Background:** The Owners and the Developer have negotiated and upon such negotiation the Owners have agreed to appoint the Developer as the developer of the said Property and the Developer has agreed to take up the development of the said Property by making construction of new buildings and marketing and selling the Units and other rights therein ("Project"). Pursuant to the above, the parties have agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

3. **Basic Understanding:**

3.1 **Agreement:** (i) The Owners shall make available the said Property to the Developer for the purpose of development free from any and all encumbrances the Developer shall at its own cost and expense develop the said Property and construct new buildings thereon in accordance with the plans ("Building Plans")

to be sanctioned and/or revised from time to time by the Arambagh Municipality and/or any other authority concerned as residential cum-commercial buildings with specified areas, amenities and facilities to be enjoyed in common ("New Buildings") as per Specifications mutually agreed between the Owners and the Developer as mentioned in the *Third Schedule* hereto. If any change in the "Building Plans" is suggested by Arambagh Municipality and/or any other authority concerned, the Developer shall intimate the Owners about such suggestion given by Arambagh Municipality and/or any other authority concerned and the Owners shall give written consent to the Developer for making necessary changes in the Building Plan as per suggestion of Arambagh Municipality and/or any other authority concerned. The saleable constructed Spaces/ Apartments/ Flats/ Garages/ Commercial Spaces and other rights in the New Buildings ("Units") shall be transferable in favour of intending buyers ("Transferees") by the Developer from the Developer's Allocation only. The Developer and/or its/their marketing agent shall not sell Units and car parking spaces from the Owner's Allocation. The term 'Transferees' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.

4. Appointment and Commencement:-

4.1 Appointment and Acceptance: The Parties confirm acceptance of the Basic Understanding between them as recorded in Clause 3 above and all other terms and conditions recorded in this Agreement. The Owners confirm having appointed the Developer as the developer of the said Property and grant them right to execute the Project in accordance with this Agreement. The Developer confirms having accepted such appointment by the Owners.

4.2 Project Implementation: Simultaneously with the execution of this Agreement, the Owners have handed over physical possession of the said Property to the Developer who shall be entitled to take all steps for development and sale in terms of this Agreement. The Developer shall do all works necessary for development and construction related works at the said Property and to do all things and to take all necessary steps for the implementation of the Project.

### 5. Approvals, Sanction, and Construction:-

- 5.1 Amalgamation: The Developer shall at its own cost get the said First Property and the said Second Property and the said Third Property amalgamated and/or renumbered into a single premises with the Arambagh Municipality and/or any other authority concerned
- 5.2 Sanction & Approvals: The Developer shall get the Building Plans prepared at its own cost by the Architects. The Developer shall apply for sanction of the Building Plans from the Arambagh Municipality and/or any other authority concerned as also other necessary sanctions, approvals, permissions, clearances, consents, no objections, registrations, licenses, that may be required for the implementation of the Project (collectively "Approvals"), within 4 (four) months from the date of consent given by the Owner at the Developer's costs and obtain the sanction of Building Plans and Approvals from the authorities within a maximum period of 6 (six) months thereafter. The Owners shall sign documents and papers that may be requested by the Developer from time to time for obtaining sanction of the Building Plans and the Approvals.
- 5.3 Construction of the Project: The Developer undertakes to construct, develop, execute and complete at its own costs, charges and expenses, the Project in accordance with the Building Plan sanctioned by the relevant authority and in accordance with the time period, terms, conditions and covenants contained herein.
- 5.4 Project Report : Within 3 (Three) months from the date of execution of this Agreement, the Developer shall, at its cost and expenses, prepare and submit to the Owners, a draft Project Report setting out the proposed technical parameters and specifications, drawings, designs, lay out plans, and all other information relating to the Project, including the number of towers, Buildings proposed to be constructed, the number of Units and car parking spaces and the Common Areas and Facilities, provided the Project shall be constructed and completed in all respects within the time limit prescribed in terms of this Agreement.
- 5.5 Owner's approval regarding Project Report: The Owners shall approve the draft Project Report furnished by the Developer to it within 15 days from the date of receipt of the same. In the event the Owners have any objection or suggestion in relation to the draft Project Report or any part thereof, it shall promptly notify the Developer of its objections, seek clarifications or suggest changes or modifications thereto. Thereupon, the Developer shall within 15 days of such intimation, provide necessary clarification to

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and/or submit revised Report, as the case may be, after incorporating the changes, modifications or corrections suggested by the Owner.

**5.6. Preparation of Building Plan** : Based on the Project Report approved mutually by the Owners and the Developer, the Developer shall prepare the Building Plan at its own costs and expenses and place the same before the Owners for their approval. The Owners and the Developer shall mutually decide and finalize as to how the Constructed area in the Project be divided into the Owner's Allocation and the Developer's Allocation.

**5.7(a) Utilization of Floor Area Ratio (FAR)** :The Developer shall ensure that the best maximum permissible FAR for the Project is obtained. Any alteration in the Building Plan subsequently shall be made with the prior written approval of the Owners.

**(b) Obtaining Approval For Construction of floors in the Project for commercial purpose**— The Developer shall ensure that approval could be obtained for utilization of maximum number of floors in the New Buildings in the Project for commercial purpose and the remaining for residential purpose and other constructed spaces in the Project including car parking spaces, godowns, commercial spaces, Garages and basement.

**5.8 Joint decision of the Developer and the Owners**: The Owners and the Developer shall jointly decide whether the New Buildings in the Project should be constructed simultaneously or individually in phases keeping in mind that if the Project is developed in phases, every such phase shall be considered a standalone real estate project.

**5.9 Architects and Consultants**: The Architects and the other consultants, professionals, advisers, etc. for the Project shall be appointed and changed by the Developer from time to time. All fees, costs, charges and expenses payable to them shall be paid by the Developer.

**5.10 Steps to be taken by the Developer**: All applications, plans, documents and other papers required to be submitted to the relevant authorities for obtaining sanctions and approvals for construction of the Project shall be submitted by the Developer, the Developer shall pay and bear all expenses required to be paid or deposited for sanction of the Building Plans or otherwise to obtain sanction for the construction of the Project. The Developer shall be responsible and answerable to the municipal authorities, police, fire, if required and other authorities with regard to any query, clarification, demand or requisition which they, or any of them may require from time to time, at the time of sanction or at any time thereafter during the development and for all times after

completion of the Project, for all matters and purposes in connection with the development of the Project, at its own costs and expenses.

5.11 Responsibilities of the Developer for construction of the Project :

(i) The Developer's responsibility towards the Project will include, without limitation, design & development, architectural control, ensuring structural safety of the New Buildings, obtaining all licenses, permissions, construction, project management, landscaping, operation and maintenance and registering the said Property. The Developer shall construct or cause to be constructed, the said Project at its own costs and expenses and the Owners shall not bear any costs and expenses for construction and development of the Project and shall also be not liable for the same.

(ii) Subject to the Owner's right to receive the Owner's Allocation in terms of this Agreement, the Owners do hereby authorize the Developer to build upon and exploit commercially the said Property by constructing the Project thereon in accordance with the Plan or Plans to be sanctioned by the Arambagh Municipality or any other sanctioning authority making optimum utilization of the FAR available for the said Project and obtaining permission for utilization of maximum number of floors of the New Building for commercial purpose.

(iii) The Developer shall be responsible and liable to Government Departments, municipalities and other authorities concerned and also to the Transferees and intending Purchasers of the Units and spaces in the New Buildings and car parking spaces in the Project for the construction of the Project to be undertaken by it and the quality of materials used and shall be liable for any loss or for any claim arising from such construction directly or indirectly and shall indemnify the Owners against all and any claims, losses or damages for any default or failure or breach on the part of the Developer in constructing and marketing the Project.

(iv) Subject to the Owner's right to receive the Owner's Allocation in terms of this Agreement, the development rights granted herein include the exclusive right, authority and authorization to the Developer to :-

- a) hold, occupy, enter upon and use the said Property for the purpose of development only by constructing Buildings thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate ;

- b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities in the Project ;
- c) establish, provide or procure, install, construct, and operate the facilities in the Project in terms of this Agreement and the Plan sanctioned by the relevant authorities.

(v) At the request of the Developer, the Owners shall only sign and execute necessary papers, documents, plans, required for sanction of Building Plans within 5(five) days of the request being made by the Developer and the documents being made available to the Owners by the Developer.

#### 5.12 Construction of New Buildings:

- i) After the sanction of the Building Plans and obtaining of any other Approval necessary for commencement of construction as also the demolition of the existing buildings and other structures and removal of materials, salvage, debris, etc., the Developer shall commence construction of the New Buildings. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Building Plans as per the Specifications mutually agreed between the Owners and the Developer mentioned in the Third Schedule hereunder written or such other specifications as may be mutually agreed between the Owners and the Developer from time to time. Any change in the Building Plans sanctioned by the municipality or any other relevant authority shall be carried out with prior consent of the Owners and the Developer shall keep the Owners informed of any modification in the Plan which has been sanctioned by the relevant authorities from time to time.
- ii) The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners, construct, erect and complete the Project pursuant to the final Plans to be sanctioned by sanctioning authorities and as per the specifications as may be recommended by the Architects and approved by the Owners from time to time. The Developer shall not alter the Specifications without obtaining prior consent of the Owners.



**5.13 Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the Project in all respect in accordance with the Building Plans and the Specifications mutually agreed between the Owner and the Developer within a period of 3 (three) years from the date of the sanction of the Building Plan by the Arambagh Municipality and/or any other authority having authority and for obtaining Completion/Occupancy Certificate from the concerned authority further period of 6(six) months thereafter ("Completion Time") subject to/excluding the period of Force Majeure stipulated under this Agreement. Time shall be the essence of the Agreement.

**5.14 Penalty for Delay in Completion:**—For any failure on the part of the Developer in constructing, erecting and completing the said Project within 3 (three) Years and obtaining Completion/Occupancy certificate further period of 6(six) Six Months (excluding the period on account of Force Majeure) as agreed between the Parties in Clause 5.13 hereof, the period of completion of the Project may be extended with the consent of the Owner for a further period of 2 (two) Years during which period the Developer shall pay to the Owners penalty of Rs.10,00,000/- (Rupees Ten Lakhs) only per annum and thereafter 20,00,000/- (Twenty lakhs) per annum and it will go so on and the said amount of Rs. 10,00,000/- shall be treated as forfeit money which will be forfeited if the Developer fails to complete the project within 3 (three) Years and 6 (six) Months from the date of sanction of the Building Plan by Arambagh Municipality and/or any other authority having authority and the amount shall be deducted from the security deposit.

**5.15 Common Portions:** The Developer shall its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "Common Portions") described in the Second Schedule hereto.

**5.16 Building Materials:** The Developer shall use superior quality building materials for the construction of the New Buildings and shall use cement of Ultra Tech/Shree Cement or of equivalent standard of Ultra Tech/Shree Cement and steel of Ankit/Reshmi/Banshal TMT Bars or of equivalent standard of the said two companies.

**5.17 Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Property and shall be liable to pay the costs, charges and expenses for use of the same. The Developer shall be authorized in the name of the Owners to apply for and obtain temporary/permanent connections of water,

electricity, drainage, and other utility connections. The Developer shall utilize the existing power source and/or enhance the source at their cost for supply of electricity required, for construction and permanent usage in the Project. The Developer shall obtain at its own costs and expenses, all requisite approvals for procuring electricity for the Project. The Developer may remove and/or relocate all temporary lines/ permanent structures within the Project at the cost of the Developer.

5.18 Waste Disposal Management: The Developer shall obtain at its own costs and expense, all requisite approvals for waste disposal management which shall include non-hazardous house hold and hazardous house hold waste.

5.19 Co-operation: Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

5.20 Appointment of Contractors/ Sub-Contractors:

(i) The Developer shall be entitled to appoint Contractors/ Sub-Contractors at its own risk and cost for construction, development and marketing of the Project and entering into separate agreements with any third party for construction, operation and or management of the Project, Project utilities or any other activities relating to the Project or matters incidental thereto.

(ii) The Developer agrees that it shall remain liable and responsible for all payments to be made to the Contractors/Sub-Contractors engaged for the Project, all acts/ omissions or defaults committed by any such Contractor/ Sub-Contractor or third parties appointed by the Developer.

(iii) The Developer acknowledges and undertakes to ensure that the terms and conditions of any contract between the Developer and the Contractors appointed by it shall be in conformity with the provisions of this Agreement and in the event of any conflict between such contract and this Agreement, the provisions of this Agreement shall prevail.

(iv) All workers, staff and personnel deployed by the Developer or Contractor or the Sub-Contractor appointed by the Developer to perform its obligations hereunder shall at all times be and remain the employees of the Developer or Contractor or the Sub-Contractor. The Owners shall have no relationship (legal or otherwise), direct or indirect,

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of any nature whatsoever with any such workers, staff or personnel. The Developer shall be solely responsible and liable for:-

- (a) payment of salaries, wages, compensation, and other dues and payables of such staff and personnel of its own employees,
- (b) compliance with all applicable labour and employment laws, rules and regulations framed thereunder. The Owners shall under no circumstances be liable for compliance of any such laws, rules and regulations, and
- (c) maintenance of applicable statutory records and returns in connection with the staff and personnel deployed hereunder and for their health, safety and service conditions in accordance with all applicable laws and shall indemnify and keep the Owners indemnified in respect of sub-clauses (a), (b), and (c) hereinabove.

**5.21 Progress of the Project** – The Developer shall allow the Owners and/or their men and agents to enter the site of the Project during any time of the day to enable the Owners to inspect the progress of the Project.

**6. Deposit of Original Documents:** The Owners shall give all the Original Title Documents like Title Deeds and other Original documents to Developers at the time of execution of this Deed of Development Agreement till formation of the Association of the Flat/ Shop Garage Owners and after formation of the Association all the Original documents shall be lying with the Association.

**7. Power of Attorney:** That the Owners shall execute and register one Development General Power of Attorney, in favour of- (1) SRI SHYAMAL SINGHARROY (PAN- ATEPS3102Q)(Aadhaar No.582424450475), Son of Sri Bankim Singharoy, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Mohanbati, P.O- Nachipur, P.S.- Tarkeswar, Dist.- Hooghly, West Bengal, India, Pin No. 712414, West Bengal, India; (2) SRI SOMNATH SINHA(PAN- AZZPS5125L) (Aadhaar No. 463749947465), Son of Sri Santosh Kumar Sinha, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at Vill.Farm Side Road, 2 No.Lane, Chinsurah Agricultural Farm, Simla(CT), P.O.- Chinsurah(R.S), P.S.-Chinsurah, Dist.-Hooghly, Pin No.712102, West Bengal, India; (3) NIZAMUDIN SAMSUDIN MUNSHI(PAN-AEMPM3506R)(Aadhaar No.431681545945), Son of Samsudin Tasadhusen Munshi, by Religion-Muslim(Indian Citizen), by Occupation -Business, residing at 13 Zahida Duplex Nr. Chhipa Soc, P.O-Danilimda, P.S-Ahmedabad City, Dist.-Ahmedabad, Pin No.380028, Gujarat, India, presently residing at Vill. Mordhal,

P.O- Rajbalhat, P.S.- Jangipara, Dist.- Hooghly, Pin No. 712408, West Bengal, India (the Partners of Royal Developers) appointing them as their true and lawful attorney conferring all powers like all necessary permission and approvals from the different authorities in connection with construction of the proposed building and electricity and water supply connections and all other connections including drainage and sewerage connection from the Arambagh Municipality and other authorities and dealing with all authorities in respect of execution of the Project on behalf of the Land Owner to apply for and obtain quotas, entitlements and other allocations or for cement, steel, bricks and other building materials allocable to the Owners for the construction of the schedule mentioned property enumerated in the First schedule herein below written and to apply for and obtain temporary connections of water, electricity, powers and permanent drainage and sewerage connection to the new building and other inputs and facilities required for the construction of enjoyment of the new building including the power to sale, gift, mortgage, lease and any kind of transfer of the new building mentioned in the schedule below in favour of any buyer(s) / purchaser(s), company / firm whether private or Govt. etc.

7.1 The Developers shall sell and transfer the allocated share in the land enumerated in the First schedule herein below, comprised in the said premises as would be proportionate for the Super built-up areas in the building as per nomination and requirement of the Developers out of their own Allocation in favour of the persons nominated by the Developers. All costs and expenses for preparation, engrossing and registration of such deeds shall be borne and paid by the intending purchaser/ purchaser(s) for their respective units.

7.2 The Developers shall at their own costs and expenses and without creating any financial or other liabilities upon the Owners will construct and complete the said newly proposed building and various units and/or apartments therein in accordance with the sanction building plan obtained from the Arambagh Municipality and any amendment thereto or modifications thereof made or caused to be made by the Developers. All costs, charges and expenses including Architects fees shall be discharged and paid by the Developers and the Owners shall bear no responsibility in this context.

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### 8. Allocation of spaces in the New Buildings:

8.1 "Owner's Allocation" shall mean the 50% of the entire constructed area of the entire New Buildings on the said Property i.e. 50% of each Floor of the New Buildings, 50% of the commercial space constructed in the New Building, 50% of car parking space and 50% of the roof of the New Building and 50% of any other construction that may be made by the Developer in the Project.

The Owners' Allocation shall include undivided proportionate and impartible share of right, title and interest on the said Property constructed in the New Buildings and right to enjoy the Common Areas, Facilities and Amenities in the said New Building mentioned in the Second Schedule hereto along with the Owners absolute right to sell, transfer, lease, let out or self-use or in any manner deal with the same as the absolute Owners thereof. The Owner's Allocation shall be provided with fixtures, fittings and amenities including plastering and finishing, doors, shutters, aluminum windows, painting and sanitary, plumbing and electricity.

8.2 "Developer's Allocation" shall mean 50% of the total constructed area of the New Buildings constructed on the said Property i.e. 50% of each floor of the New Buildings, 50% of the commercial space constructed in the New Building, 50% of car parking space, 50% of the roof of the New Buildings. The Developer's Allocation shall include undivided proportionate and impartible share of right, title and interest on the said Property constructed in the New Buildings and right to enjoy the Common Areas, Facilities and Amenities in the said New Building mentioned in the Second Schedule hereto along with the Owners absolute right to sell, transfer, lease, let out or self-use or in any manner deal with the same as the absolute Owners thereof.

8.3 The commercial space/area/portion to be constructed in New Building shall be sold jointly by the Owners and the Developer. The remaining floors above the commercial space/area/portion/garages shall be divided equally between the Owner and the Developer in the ratio 50:50. It is agreed between the parties that the western side of the floor above the commercial space/area/portion will form part of the Owners' Allocation and the eastern side of the said floor will form part of the Developer's Allocation. The other floors above the said floor shall be allotted between the Owner and the Developer in the opposite order i.e. western side of the said floor shall be allotted to the Developer and the eastern side shall be allotted to the Owner and so on.

**9. Interest Free Refundable Deposit:**

9.1 The Developer shall deposit with the Owners an interest free refundable sum of Rs. 1,10,00,000/- (Rupees One crore Ten lakhs only) in the following manner:

	Amount (Rs.)
Simultaneously with the execution of this Development Agreement.	1,10,00,000/-

The term "Deposit" in this Agreement shall mean and refer to the aforesaid sum of Rs. 1,10,00,000/-. The Owners hereby acknowledge receipt of a sum of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs only) from the Developer as per particulars mentioned in the Memo of Deposit hereunder written.

9.2 **Refund of the Deposit:** The Owner shall return the interest free refundable deposit of Rs. 1,10,00,000/- (Rupees One crore Ten lakhs only) to the Developer in the following manner :

- (a) Rs. 55,00,000/- (Rupees Fifty-Five Lakhs) only shall be refunded by the Owners to the Developer after completion of construction of New Buildings; and
- (b) the remaining amount of Rs. 55,00,000/- (Rupees Fifty Five Lakhs) only shall be refunded by the Owners to the Developer after Completion Certificate of the Project is obtained by the Developer.

**10. Sale of Units :**

(i) While dealing with and/or entering into Agreements/Deeds of Conveyance only with respect to the Developer's Allocation (as defined) hereinbefore or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirements under Law and ensure fulfillment and compliance of all restrictive covenants and conditions mentioned therein. The Owners shall not be responsible or liable for any commitments that may be made by the Developer to the intending Transferees with respect Developer's Allocation. The Developer shall not be entitled to deal with and/or enter into any Agreement/Deeds of Conveyance with respect to the Owners' Allocation or any part thereof. The Developer shall always keep the Owners fully indemnified against any loss, arising out of any default on the part of the Developer to fulfill commitments including commitments related to Owners' Allocation.

(ii) The Developer agrees and undertakes that all Agreements for Sale and Deeds of Conveyance to be entered into with the intending Transferees by the Owners and Developer with respect to the Owner's and Developer's Allocation respectively shall

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specifically provide that the Developer shall be responsible for all consequences arising out of such agreements and /or deeds of conveyance for any reason whatsoever including any delay in completion of the Project, handing over the Units, refund of deposits, car parking spaces and facilities in the Project to the intending Transferees making payment of any damages in relation to non-completion of the Project or for construction of the Project not in accordance with the sanctioned Building Plan or for any fault in construction and quality of materials and the Owners shall not be liable therefor.

11. Municipal Taxes and Outgoings: All municipal rates, taxes and outgoings (collectively Rates) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be paid by the Owners (ii) from the date of this Agreement till the date of issuance of the Completion Certificate shall be entirely borne by the Developer and (ii) thereafter from the date of grant of the Completion Certificate the Rates shall be borne, paid and discharged by the respective Transferees and/or by the Owners/ Developers as per their allocation.

12. Goods & Service Tax: The Goods & Service Tax relating to development and construction shall be paid by the Developer who shall comply with the applicable provisions regarding the same. The Goods & Service Tax in respect of the sale of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees. The Developer shall pay the Goods & Service Tax to the concerned authority in accordance with law in respect of the sale of the Units to the Transferees from the Developer's Allocation and the Owners shall not have any liability regarding the same. The Owner shall pay the Goods & Service Tax to the concerned authority in accordance with law in respect of the sale of the Units to the Transferees from the Owner's Allocation and the Developer shall not have any liability regarding the same. In case any of the party is desirous to retain any portion of the constructed area of the New Buildings then in such eventuality retaining party shall pay and bear its respective share of GST and/or applicable taxes.

13. Post Completion Maintenance and Division of Unsold Areas:

13.1 Notice of Completion: Upon obtaining the Completion/Occupation Certificate, the Developer shall give a written notice to the Owners and the date of such notice shall be deemed to be the Completion Date and shall also submit the Completion Certificate.

**13.2 Maintenance:** The Developer shall frame a scheme for the management and maintenance of the New Buildings with the Transferees. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("Maintenance Charges") from the Transferees. At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.

**14. Principal Obligations of Developer:**

**14.1 Completion of construction within Completion Time:** The Developer shall complete the construction of the entire Project in all respects within the Completion Time mentioned in Clause 5.13 above and give notice in accordance with Clause 13.1 to the Owners.

**14.2 Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws.

**14.3 Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

**14.4 Construction at Developer's Cost:** The Developer shall construct and complete the New Buildings at its own cost. The Developer shall be responsible and liable to Government, Arambagh Municipality and other authorities concerned and to the occupants/Transferees/third parties for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners against any claims, losses or damages for any default or failure or breach on the part of the Developer.

**14.5 Income Tax Liability:** The respective parties shall pay their respective income tax in respect of their respective allocation received by them in accordance with law.

**14.6 Approvals for Construction:** The Developer shall obtain the Approvals required from various Government authorities to commence, execute and complete the Project as mentioned above. The Owners shall fully assist and co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.

**14.7 Assignment:** The Developer shall not assign this Agreement or any rights or benefits or obligations hereunder without the prior written consent of the Owners.



14.8 Stamp Duty and Registration Fee: The Developer shall pay and bear the amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.

15. Principal Obligations of Owners

15.1 Co-operation with Developer: The Owners shall co-operate with the Developer for obtaining all Approvals required for development of the said Property and to sign all documents and papers that may be required for the same.

15.2 Documentation and Information: The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.

15.3 No Dealing with the said Property: Save and except for the implementation of this Agreement and in the manner envisaged by this Agreement, the Owners hereby covenant not to sell, transfer, convey, let out, grant lease, mortgage and/or charge the said Property or any portion thereof and/or enter into any agreement or understanding whatsoever regarding the same till the completion of the entire Project.

16. OWNERS DISCRETION-

- a) The owner shall preserve the right to appoint his own advocate or legal representative to verify, ratify and clarify the legal disputes which may arise.
- b) The owner shall appoint his own advocate for documentation for sale, agreement for sale and for other purposes which may arise in future and the developer shall fully co-operate in this regard for their Allocated portions.

17. Indemnity

17.1(a) By the Developer: The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Owners relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident due to negligence of the Developer during development and construction and/or arising from any of the declarations,

representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.

(b) By the Owners: The Owners hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Developer relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Owners and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident due to negligence of the Owners during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or arising due to any act, omission, breach or default of the Owners.

#### 18. Miscellaneous

18.1 Developer to Collect Additional Payments & Deposits: The Developer shall be entitled to collect in respect of all Units of the New Buildings all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, municipal taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, Project Advocates' Fees, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, out pocket expenses and fees payable for changes/regularization/ completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer.

18.2 Additional/Further Construction: If at any time additional/further constructions becomes permissible on the said Property due to any additional FAR being available, then the costs, charges and expenses for the additional sanction including all other miscellaneous and incidental costs related to such additional sanction shall be borne by the Developer. Such additional sanctioned area shall be constructed upon by the Developer and the cost of such additional/further construction shall be entirely borne by

the Developer. The construction on the said additional FAR shall be shared by the Owners and the Developer in the same ratio of 50:50 as mentioned in Clause 8 above.

**18.3 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.

**18.4 Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.

**18.5 Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

**18.6 No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

**17.7 No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.

**18.8 Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

**18.9 Names of New Buildings:** The name of the New Buildings shall be decided by the parties mutually.

## **19. Force Majeure**

**19.1** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement including which arises from, or is attributable to Acts of God, natural calamities, 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,

lightening, storm, tempest, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material in West Bengal, lockdown or any other restriction imposed by Government or any authority, delays due to any elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

If the Developer is prevented from performing any of its obligations under this Agreement by any event of force majeure, then the Developer shall not be deemed to have defaulted in the performance of its contractual obligations and the time periods mentioned in this Agreement shall stand extended only for the Force Majeure Period.

#### 19.2 Notice of Force Majeure Event-

As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Developer, if it is rendered wholly or partially unable to perform any of its obligations under the Agreement because of a Force Majeure Event shall notify the Owners of the same, setting out, inter alia, the following in reasonable detail:

- a) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
- b) The duration or estimated duration of the Force Majeure Event;
- c) The nature of and the extent to which, performance of any of its obligations under the Agreement is affected by the Force Majeure Event;
- d) The measures which the Developer has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and,
- e) Any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.

19.3 So long as the Developer continues to claim to be affected by a Force Majeure Event, it shall provide the Owners with periodic (fortnightly/monthly) written reports containing the information in Clause 19.2 above and such other information as the Owners may reasonably request.

#### 19.4 Performance of Obligations-

(a) The Developer, to the extent rendered unable to perform any or all of its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Developer from any payment obligations accrued prior to and during the occurrence of the Force Majeure Event.

(b) The Developer shall be excused from performance of such obligations to the extent, it is unable to perform the same on account of such Force Majeure Event provided that:

(i) Due notice of the Force Majeure Event has been given to the Owners;

(ii) The Developer has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the said Project as a result of the Force Majeure Event and to restore the said Project, in accordance with the good industry practice and its relative obligations under the Agreement;

(iii) The Developer shall continue to perform such of its obligations, which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement; and

(iv) Any insurance proceeds received by the Developer shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with good industry practice.

#### 19.5 Resumption of Performance-

During the period of Force Majeure, the Developer, shall, in consultation with the Owners, make all reasonable efforts to limit or mitigate effect of Force Majeure Event on performance of its obligations under the Agreement. The Developer shall also make efforts to resume performance of its obligations under the Agreement as soon as possible and upon resumption, shall notify the Owners of the same in writing.

#### 19.6 Costs-

The Developer shall bear its costs, if any, incurred as a consequence of the Force Majeure.

#### 20. Amendment/Modification:

The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall

not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and/or unless the same is mutually accepted and admitted by the parties.

#### 21. Notice:

Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or e-mail or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

#### 22. Arbitration:

Any dispute or difference between the parties hereto relating to and/or concerning the said Property or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the parties amicably, failing which the same shall be referred to an arbitral tribunal to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitral Tribunal shall consist of three arbitrators one to be appointed by the Owners, one to be appointed by the Developer and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. If any of the party dissatisfied with the arbitral award, then either party of this agreement may take appropriate court of law for proper recourse.

#### 24. Jurisdiction:

In connection with the aforesaid arbitration proceedings/Order of the Courts, the Courts at Hooghly only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

#### 25. Rules of Interpretation:

25.1 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall

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also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

25.2 Number: In this Agreement, any reference to singular includes plural and vice versa.

25.3 Gender: In this Agreement, words denoting any gender includes all other genders.

25.4 Party: In this Agreement, any reference to a Party is to a party to this Agreement.

25.5 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

25.6 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

25.7 Headings: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE LAND)

PART "A"

ALL THAT piece and parcel of "BASTU" land in RS Dag No.199 (One Nine Nine), corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five Eight Zero Eight) admeasuring 06(Six)Decimal in Mouza-Parul, J.L No. 38 (Three Eight), Police Station-Arambagh, District-Hooghly under Arambagh Municipality, Ward No.19 (One Nine), Holding No. 504/A, Mohalla/Street/Road-Link Road, P.O&P.S-Arambagh, District -Hooghly, Pin-712601, West Bengal, India, absolutely owned and possessed by the Owner No .1/Sk. Abul Kasem.

PART "B"

ALL THAT piece and parcel of "BASTU" land in RS Dag No.199 (One Nine Nine), corresponding to L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five Eight Zero Eight) admeasuring 5 ½ (Five and Half) Decimal in Mouza- Parul, J.L No. 38

(Three Eight), Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19 (One Nine), Holding No. 504/A, Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh,District - Hooghly, Pin- 712601, West Bengal, India, absolutely owned and possessed by the Owner No .1.

PART "C"

ALL THAT piece of parcel of "BASTU" land in RS Dag No.199 (One Nine Nine),corresponding to L.R Dag No. 227 (Two Two Seven), mutated L.R. Khatian No. 5809(Five Eight Zero Nine)admeasuring 6 (Six) Decimal in Mouza-Parul,J.L No. 38 (Three Eight), Police Station-Arambagh, District-Hooghly under Arambagh Municipality, Ward No.19 (One Nine), Holding No. 504/A, Mohalla / Street/ Road- Link Road, P.O & P.S-Arambagh, District -Hooghly,Pin-712601,West Bengal,India,absolutely owned and possessed by the Owner No.2/Monihar Begum.

-Total area of land comprised in Part "A","B" and "C" are 17<sup>1</sup>/<sub>2</sub>(Seventeen and Half) Decimal (The Property converted from "SHALI" to "BASTU", Vide Conversion Case No. CN/2023/0615/195, Memo No. IX-2/140/SDA/2023, dated 13.02.2023, by S.D.L& L.R.O, Arambagh,Hooghly in favour of Land Owner No. 1/Sk. Abul Kasem and Vide Conversion Case No. CN/2022/0615/3132,Memo No.326(2)/BLR/ ARM/ 23,dated 03.02.2023,by B.L & L.R.O, Arambagh, Hooghly in favour of Land Owner No. 2/Monihar Begum, in Mouza- Parul, J.L No.38 (Three Eight), Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No. 504/A, Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh,District-Hooghly,Pin-712601,West Bengal,India, with all other easement and path rights attached with the PROPERTY IS BUTTED AND BOUNDED BY:-

ON THE NORTH : Rest Part of R.S Dag No. 199/L.R Dag No. 228.  
ON THE SOUTH : Rest Part of R.S Dag No. 199/ L.R Dag No. 289.  
ON THE EAST : Rest Part of R.S Dag No. 199/ L.R Dag No. 295,  
225 & 226.  
ON THE WEST : L.R Dag No. 224 & Link Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

"OWNER'S ALLOCATION"

-shall mean the 50% of the entire constructed area of the entire New Buildings on the said Property i.e. 50% of each Floor of the New Buildings, 50% of the commercial space constructed in the New Building, 50% of car parking space and 50% of the roof of the



New Building and 50% of any other construction that may be made by the Developer in the Project.

The Owners' Allocation shall include undivided proportionate and impartible share of right, title and interest on the said Property constructed in the New Buildings and right to enjoy the Common Areas, Facilities and Amenities in the said New Building mentioned in the **Third Schedule** hereto along with the Owners absolute right to sell, transfer, lease, let out or self-use or in any manner deal with the same as the absolute Owners thereof. The Owner's Allocation shall be provided with fixtures, fittings and amenities including plastering and finishing, doors, shutters, aluminum windows, painting and sanitary, plumbing and electricity.

#### "DEVELOPER'S ALLOCATION"

shall mean 50% of the total constructed area of the New Buildings constructed on the said Property i.e. 50% of each floor of the New Buildings, 50% of the commercial space constructed in the New Building, 50% of car parking space, 50% of the roof of the New Buildings. The Developer's Allocation shall include undivided proportionate and impartible share of right, title and interest on the said Property constructed in the New Buildings and right to enjoy the Common Areas, Facilities and Amenities in the said New Building mentioned in the **Third Schedule** hereto along with the Developers absolute right to sell, transfer, lease, let out or self-use or in any manner deal with the same as the absolute Owners thereof.

#### THE THIRD SCHEDULE ABOVE REFERRED TO

##### (COMMON PARTS & PORTIONS)

- (1) Entrance, exits, boundary walls, common paths and passages.
- (2) Stair case, Stair case landing on all floors.
- (3) Rooms and spaces for water pumps, over-head water tanks, reservoir and water pipes.
- (4) Foundations, columns, beams, support.
- (5) External electrical installations, switch-board and all other electrical wirings and fittings (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).



(6) Drains, sewerage, septic tank and all other pipes including rain water and waste water and concealed or other installation in or around the Building ( except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).

(7) Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.

(8) Use of lift.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(SPECIFICATIONS)**  
**(SPECIFICATIONS FOR THE PROPOSED BUILDING)**

1.	General:	The Building shall be R.C.C framed structure as per Arambagh Municipality sanction plan.
2.	Brick Work:	All exterior brick work shall be 8" thick in sand cement mortar as approves by Arambagh Municipality. All partition brick wall shall be 5"/3' thick in sand cement mortar.
3.	Plaster Work:	The outside plaster of the building is 20 mm thick (average) whereas the inside plaster will be 15 mm thick (average) and ceiling plaster is 6 mm in sand cement mortar
4.	Living/Dining/Lobby/Passage	(i) Floor: Vitrified Tiles. (ii) Walls: POP/wall putty with primer.
5.	Bed Rooms:	(i) Floor: Vitrified Tile. (ii) Walls: POP/ wall putty with primer.
6.	Kitchen:	(i) Floor: floor tiles. (ii) Walls: Glazed tiles up to 2'-0" above counter and POP / wall putty with primer on the rest of the wall. (iii) Counter: Marble Top with black stone partition. (iv) Fitting/Fixtures: Single lever CP fitting, SS Sink, Provision for Kitchen Chimney, electrical point for Microwave and Water Purifier.

7.	Balcony:	(i) Floor: Vitrified Tiles. (ii) Walls: Exterior part.
8.	Doors:	(i) Entrance Doors: Primered Sal wood frame, teak veneer flush door shutters. (ii) Internal Doors: Hardwood frame, Primered flush door shutters.
9.	Windows:	Anodized Aluminum sliding shutter.
10.	Electrical:	Switches and copper wiring with miniature circuit breaker
11.	Air-Conditioning:	Provision for AC Point.
12.	Toilets:	(i) Floor: Ceramic/marble. (ii) Walls: wall tiles up to 6'-0" and rest portion POP / wall putty with primer. (iii) Fitting/Fixtures: Single lever CP fitting, Basin (in one toilet) & EWC, Provision for Exhaust fan, White coloured sanitary Fitting, Shower, Provision for Hot and Cold water line in one toilet
13.	Lift:	Lift room and lift wall.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written, Signed, sealed and delivered by the parties in the presence of :-

Witnesses:-

1. Anab Ghosh  
Gorjee, Bhadrabar,  
Hooghly

1. SK Abul Kasem

2.

Monihor Begum

SIGNATURE OF THE OWNERS

ROYAL DEVELOPERS

1. Shyamal Sinha Roy

2. 

3. 

4. SK Sahil Javed

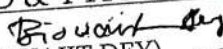
5. Pratik Sinha Roy

2. SK Monirul Hoque.  
S/o - SK Abul Kasem  
KUSTIA ROAD  
TILJALA  
SOUTH 24 PARAGANA

PARTNERS

SIGNATURE OF THE DEVELOPERS

DRAFTED & TYPED BY ME

  
(BISWAJIT DEY) 23/02/2023

Advocate.

District Judges Court, P.O & P.S- Chinsurah, Dist.- Hooghly,

Regd. No. WB/1588/2009, Mob- 9903360867

MEMO OF CONSIDERATION

RECEIVED from the Developer a sum of Rs. 1,10,00,000/- (Rupees One Crore Ten lakh) only being part of Deposit in terms of Clause 9 of this Agreement as per the following details :

Sl. No.	Cheque/Draft/RTGS/NEFT No.	Date	Bank & Branch	Amount (RS.)
1.	000221	16.01.2023	ICICI Bank, Arambagh	24,00,000/-
2.	000222	16.01.2023	ICICI Bank, Arambagh	12,00,000/-
3.	501242	21.02.2023	ICICI Bank, RN Mukherjee Road, Kol.	49,33,334/-
4.	501243	21.02.2023	ICICI Bank, RN Mukherjee Road, Kol.	24,66,666/-
			TOTAL=	1,10,00,000/-

Witnesses:

1. Annab Ghosh  
Gonjee, Bhadrabar  
Hoogly.

1. SK Abul Kosen  
2. Monihore Begum

-----  
SIGNATURE OF THE OWNERS

2. SK Monirul Hoque  
S/o - SK Abul Kosen  
KUSTIA ROAD  
Tiljala  
South 24 Paragana..