



पश्चिम बंगाल, पश्चिम बंगाल WEST BENGAL

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 D.S.R.-II, Alipore
 South 24 Parganas
 16-05-23

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D CHOUDHURY
Alipore Judges Court
Kolkata - 700 027

No.....

Of.....

Rs.....

SUBHASREE MUKHERJEE
LICENSED STAMP VENDOR
9, India Exchange Place,
(Basement) Kolkata - 700 027

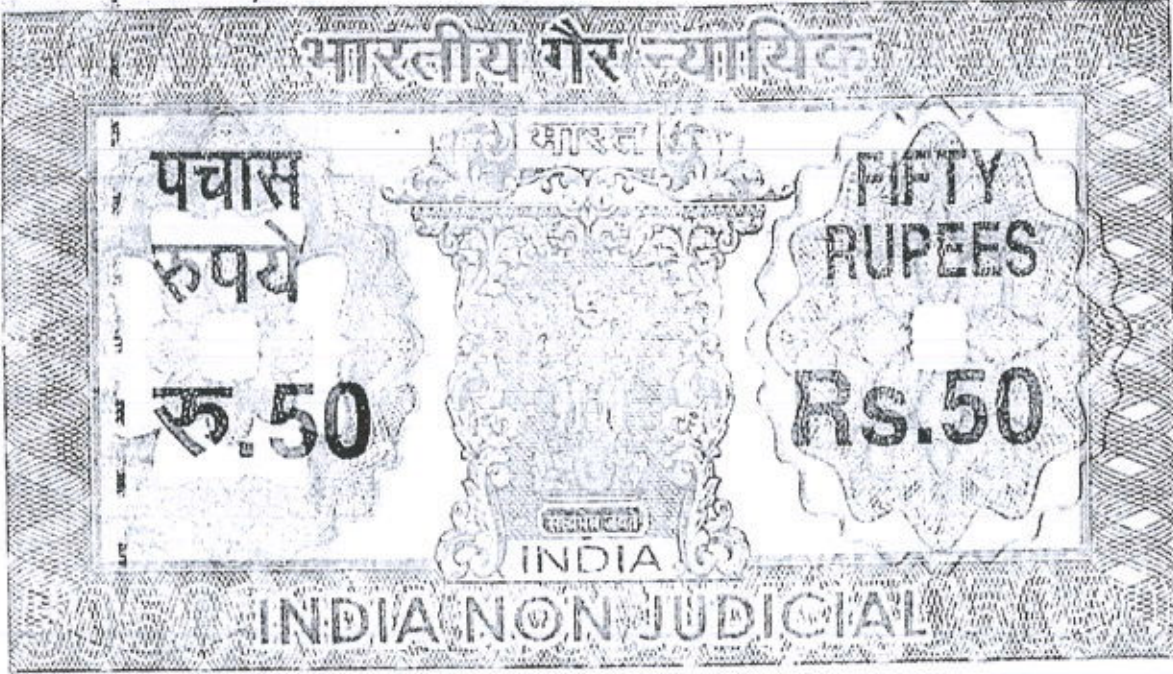
Date..... Sign.....

19 APR 2023

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document has been registered. The signature sheet and endorsement sheets attached with the document are the part of this document.

District Sub-Register-II
Alipore, South 24-Parganas

30 MAR 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 30th day of March, Two Thousand and Twenty Three (2023) A.D.

BETWEEN



28 MAR 2023

Sl. No. 1901 As 501 Date
Name S. Sankar (A.A.)
Address Supreme Judges' Colony
Vendor Sign Chelchar Ch. Haldia

S. C. Haldar
Licensed Stamp Vendor
Alipore Judges' Colony
Kolkata-700027



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS ALIPORE
30 MAR 2023

Goutam Jana
Alipore Judges Colony
10.1.23

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SRI DILIP SEN, (PAN: BGXPS9845R, AADHAAR NO. 4663 7831 7931) son of Late Gopal Sen, by faith - Hindu, by occupation : Cultivation, Nationality : Indian, residing at 4 No. Kholishakota Pally, Post Office : Rajbari, Police Station : Dum Dum, Kolkata-700 081, District: North 24-Parganas, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **ONE PART**.

AND

PRINCE CONSTRUCTION, a Proprietorship Firm, having its registered Office at 4/3/H/55, Bhukailash Road, Kolkata 700023, represented by its sole Proprietor **ABDUL QADIR** (PAN : AADPQ9625L, AADHAAR NO. 3745 7110 1071) son of Md. Quraish, by faith - Muslim, by occupation : Business, Nationality: Indian, residing at 4/3/H/19, Bhukailash Road, Post Office & Police Station : Ekbalpore, Kolkata-700023, District : South 24-Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, successor-in-office, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Faluram Paramanick, since deceased was the recorded owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land Sali Land measuring 2.22 acres, lying and situated in R.S. Dag No. 1048, under R.S. Khatian No.253 of Mouza -Mamudpur, J.L. No. 33, R.S. No. 75, Paganas : Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station : Bishnupur, District South 24-Parganas.

AND WHEREAS the said Faluram Paramanick died intestate leaving behind his wife Sovarani Paramanick, one daughter Kamala Paramanick and five sons including Gopal Paramanick and Subal Chandra Paramanick as his heirs and after the demise of Faluram Paramanick his wife, daughter and five sons inherited the aforesaid

property according to Hindu Succession Act, 1956 and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS during L.R. Settlement R.S. Dag No. 1048 has been changed and transformed into L.R. Dag No. 1072.

AND WHEREAS the name of Gopal Paramanick was published and recorded as owner in respect of Sali land measuring 26 decimals, under L.R. Khatian No. 232/1, in L.R. Dag No. 1072.

AND WHEREAS the name of Sovarani Paramanick was published and recorded as owner in respect of Sali land measuring 26 decimals, under L.R. Khatian No. 923, in L.R. Dag No. 1072.

AND WHEREAS the name of Kamala Paramanick was published and recorded as owner in respect of Sali land measuring 26 decimals, under L.R. Khatian No. 126/1, in L.R. Dag No. 1072.

AND WHEREAS the name of Subal Chandra Paramanick was published and recorded as owner in respect of Sali land measuring 26 decimals, under L.R. Khatian No. 1047/1, in L.R. Dag No. 1072.

AND WHEREAS the said Sovarani Paramanick died intestate leaving behind her one daughter Kamala Paramanick and five sons including Gopal Paramanick and Subal Chandra Paramanick as her heirs and after the demise of Sovarani Paramanick her daughter and five sons inherited her aforesaid land measuring 26 decimals according to Hindu Succession Act, 1956, each having got undivided 4.33 decimals of land.

AND WHEREAS thus, by virtue of inheritance, Gopal Pramanick became the owner in respect of **ALL THAT** piece and parcel of Sali Land measuring 30.33 (26 + 4.33) decimals, lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No.253, corresponding to L.R. Khatian No. 232/1 and 923 of Mouza - Mamudpur.

AND WHEREAS thus, by virtue of inheritance, Kamala Paramanick became the owner in respect of **ALL THAT** piece and parcel of Sali Land measuring 30.33 (26 + 4.33) decimals lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S.

Khatian No.253, corresponding to L.R. Khatian No. 126/1 and 923 of Mouza - Mamudpur.

AND WHEREAS thus, by virtue of inheritance, Subal Chandra Paramanick became the owner in respect of ALL THAT piece and parcel of Sali Land measuring 30.33 (26 + 4.33) decimals lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No.253, corresponding to L.R. Khatian No. 1047/1 and 923 of Mouza - Mamudpur.

AND WHEREAS by virtue of a registered Deed of Gift dated 08.04.2011 the said Kamala Paramanick gifted and assigned ALL THAT piece and parcel of Sali Land measuring 30.33 decimals lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No.253, corresponding to L.R. Khatian No. 126/1 and 923 of Mouza - Mamudpur unto and in favour of Sri Gopal Paramanick and his four brothers. The said Deed of Gift was registered in the Office at Sub-Registrar at Bishnupur and entered in Book No. 1, Volume No. 17, Pages 512 to 525, Being No. 4347, for the year 2011.

AND WHEREAS thus, by virtue of inheritance and Gift, the said Gopal Paramanick become the owner in respect of ALL THAT piece and parcel of Sali Land measuring 36.4 decimals (26 + 4.33 + 6.07 decimals) lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No.253, corresponding to L.R. Khatian No. 232/1, 126/1, and 923 of Mouza - Mamudpur.

AND WHEREAS thus, by virtue of inheritance and Gift, the said Subal Chandra Paramanick become the owner in respect of ALL THAT piece and parcel of Sali Land measuring 36.4 decimals (26 + 4.33 + 6.07 decimals) lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No.253, corresponding to L.R. Khatian No. 1047/1, 126/1, and 923 of Mouza - Mamudpur.

AND WHEREAS by virtue of a registered Deed of Sale dated 06.08.2012, the said Sri Gopal Paramanick sold, transferred and conveyed ALL THAT piece and parcel of Sali Land measuring 36.4

decimals lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No.253, corresponding to L.R. Khatian No. 232/1, 126/1, and 923 of Mouza - Mamudpur, J.L. No. 33, R.S. No. 75, Paganas : Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station : Bishnupur, District South 24-Parganas, unto and in favour of **M/S. EXCELLA REALTORS PVT. LTD.**, a Private Company incorporated under the Companies Act, 1956 (as amended thereafter), having its registered office at 291/52, Kaikhali Mondalganti, Post Office : Airport, Police Station : Baguihati, Kolkata- 700052, District : North 24-Parganas. The said Deed was registered at the office of Additional District Sub-Registrar at Bishnupur and entered in Book No. I, C.D. Volume No. 15, Pages 4172 to 4187, Being No. 05401 for the year 2012.

AND WHEREAS by virtue of a registered Deed of Sale dated 06.08.2012, the said Sri Subal Chandra Paramanick sold, transferred and conveyed **ALL THAT** piece and parcel of Sali Land measuring 36.4 decimals lying and situate in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No.253, corresponding to L.R. Khatian No. 1047/1, 126/1, and 923 of Mouza - Mamudpur, J.L. No. 33, R.S. No. 75, Paganas : Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station : Bishnupur, District South 24-Parganas, unto and in favour of **M/S. EXCELLA REALTORS PVT. LTD.**, a Private Company incorporated under the Companies Act, 1956 (as amended thereafter), having its registered office at 291/52, Kaikhali Mondalganti, Post Office : Airport, Police Station : Baguihati, Kolkata- 700052, District : North 24-Parganas. The said Deed was registered at the office of Additional District Sub-Registrar at Bishnupur and entered in Book No. I, C.D. Volume No. 15, Pages 4140 to 4155, Being No. 05399, for the year 2012.

AND WHEREAS by virtue of two registered Deeds of Sale **M/S. EXCELLA REALTORS PVT. LTD.** become the owner in respect of total Sali land measuring 72.8 decimals and seized and possessed of the same as owner and got it name in the records of the B.L. & L.R.O. Government of West Bengal, under L.R. Khatian No. 1277 and

enjoying the same by paying and outgoings to the appropriate authority.

AND WHEREAS the Company M/S. EXCELLA REALTORS PVT. LTD as owner applied for changing of character of the land from Sali to Housing Complex and Office of the Additional District Magistrate and District Land and Land Reform Officer vide Memo No. 57/C/345/4093 dated 30.08.2017 changed the character of the land under Section 4(c) of the West Bengal Land Reforms Act, 1955 as amended up to date read with provisions of Rule 5(a) of West Bengal Land Reform Rule 1955 and issued Conversion Certificate in favour of the owner M/S. EXCELLA REALTORS PVT. LTD.

AND WHEREAS for the purpose of construction of the building upon the land measuring 26.16 decimals equivalent to 15 Cottahs 13 Chittacks 13 Square Feet, be the same or a little more or less, the owner in its name got a plan sanctioned from Zila Parisad being Plan No.526/656/KMDA dated 28.06.2018 (hereinafter referred to as the "*sanction plan*").

AND WHEREAS by virtue of a registered Deed of Conveyance dated 25.07.2022 the said M/S. EXCELLA REALTORS PVT. LTD, as owner sold, transferred and conveyed ALL THAT piece and parcel of demarcated Bastu land measuring 35 Decimals out of 72.8 decimals, lying and situated in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No. 253, corresponding to L.R. Khatian No. 1277 of Mouza - Mamudpur, J.L. No. 33, R.S. No. 75, Paganas Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station : Bishnupur, District South 24-Parganas along with the sanctioned plan, being Plan No.526/656/KMDA dated 28.06.2018 by the Zila Parisad, District : South 24-Parganas, together with all right of easements, facilities and amenities annexed thereto unto and in favour of Sri Dilip Sen the present owner herein. The said Deed of Conveyance was registered at the office of the District Sub-Registrar-IV at Alipore and entered in Book No. 1, Volume No. 1604-2022, Pages from 251738 to 251763, Being No. 160408337 for the year 2022.

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AND WHEREAS after purchasing the aforesaid property, the said Dilip Sen seized and possessed of the same as owner and enjoying it without interruption of anybody else.

AND WHEREAS the said Owner is now desirous of developing ALL THAT piece and parcel of demarcated Bastu land measuring 26.16 (twenty six point one six) decimals equivalent to 15 (fifteen) Cottahs 13 (thirteen) Chittacks 13 (thirteen) Square Feet, be the same or a little more or less, lying and situated in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No. 253, corresponding to L.R. Khatian No. 1277 of Mouza - Mamudpur, J.L. No. 33, R.S. No. 75, Paganas Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station : Bishnupur, District South 24-Parganas, together with all right of easements, facilities and amenities annexed thereto, (which has been specifically described in the SCHEDULE "A" hereunder and hereinafter referred to as the "Said Premises") on the basis of the sanctioned plan, being Plan No.526/656/KMDA dated 28.06.2018 by the Zila Parishad, District : South 24-Parganas for construction of a new Ground plus four building. But due to financial stringency and/or paucity of funds, the said Owner are unable to start the construction of the said proposed building and had been in search of a suitable Developer, who can undertake the responsibility of construction of such building at the said premises by his/her/their own funds, arrangements and expenses.

AND WHEREAS being aware of such intention of the Owner, the Developer herein contacted the Owner and requested him to allow the Developer to develop the said premises as desired by the Owner by constructing the proposed building in accordance with the sanction plan sanctioned by the Zila Parishad at the arrangement, cost and expenses of the Developer.

AND WHEREAS upon and after negotiations between the two parties; the Owner herein, being party of the one part, have agreed to allow the Developer, being the party of the other part, to develop the said premises, mentioned in SCHEDULE "A" hereunder, as a real estate

project on the terms and conditions hereinafter contained in this "*Development Agreement*".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO on the following terms and conditions :-

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER** :- Shall mean **SRI DILIP SEN**, son of Late Gopal Sen, residing at 4 No. Kholishakotapally, Post Office : Rajbari, Police Station : Dum Dum, Kolkata-700 081, District: North 24-Parganas and his heirs, executors, legal representatives and assigns.
- 1.2. **DEVELOPER**:- Shall mean **PRINCE CONSTRUCTION**, a Proprietorship Firm, having its registered Office at 4/3/H/55, Bhukailash Road, Kolkata 700023, represented by its sole Proprietor **ABDUL QADIR**, son of Md. Quraish, residing at 4/3/H/19, Bhukailash Road, Post Office & Police Station : Ekbalpore, Kolkata-700023, District : South 24-Parganas and includes its heirs, executors, successor-in-interest and assign.
- 1.3. **TITLE DEEDS**: - Shall mean all the documents of title and Ownership relating to the said premises and the owner shall handover photocopy of the documents simultaneously on execution of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same. The owner shall handover one original sanction plan at the time of execution of this Agreement.
- 1.4. **SAID PREMISES**:- Shall mean **ALL THAT** piece and parcel of demarcated Bastu land measuring 26.16 (twenty six point one six) decimals equivalent to 15 (fifteen) Cottahs 13 (thirteen) Chittacks 13 (thirteen) Square Feet, be the same or a little more or less, lying and situated in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No. 253, corresponding to L.R. Khatian No. 1277 of Mouza - Mamudpur, J.L. No. 33, R.S. No. 75, Paganas : Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station : Bishnupur, District South 24-Parganas on the basis of the sanctioned plan, being Plan No.526/656/KMDA dated 28.06.2018 by the Zila Parisad, District : South 24-Parganas, together with all right

of easements, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the SCHEDULE-"A" hereunder written.

- 1.5. **BUILDING**:- Shall mean a ground plus four storied is being constructing upon the said premises as per sanction plan sanctioned by the Zila Parisad (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said authority.
- 1.6. **OWNER'S ALLOCATION**:- Shall mean saleable area and has been mentioned in the SCHEDULE-"B" hereunder in this development agreement.
- 1.7. **DEVELOPER'S ALLOCATION**: - Shall mean saleable area and has been mentioned in the SCHEDULE-"C" hereunder in this development agreement.
- 1.8. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES** : Shall mean and include the entire land on which the proposed building is to come up, roof top, common basements, terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward or for the lodging of community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes, common entrance and exits of the building, common storage spaces, water pump and motor, fans, compressors, sumps, central services for electricity, water, gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owner/ allottee of the various

units/floors/flats/spaces/car parking spaces, and which have been mentioned and described in the SCHEDULE "D" hereunder.

- 1.9. COMPETENT AUTHORITY; shall mean Zila Parisad, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
- 1.10. SANCTION PLAN: Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.
- 1.11. APARTMENT(S): Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.
- 1.12. CAR PARKING AREAS/GARAGES: Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
- 1.13. SALEABLE SPACE: Shall mean apartment(s) (being the dwelling and other units/floors/ flats/car parking area) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.

- 1.14. **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owner herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"E"** hereunder.
- 1.15. **ARCHITECT:** Shall mean such person or persons, registered under the provisions of the Architect Act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.
- 1.16. **BUILT UP AREA :** Shall mean and include the covered area of the unit/ apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Zila Parisad.
- 1.17. **CARPET AREA:-** Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment(s).
- 1.18. **TRANSFEROR:** Shall mean the Owner and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/ purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said premises.
- 1.19. **ALLOTTEE:** Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s)/ and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owner, out

of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.

- 1.20. **TRANSFER**: Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s) thereof in terms of transfer of property act 1882 and/or any other applicable law.
- 1.21. **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.
- 1.22. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.
- 1.23. **PARTIES** : shall collectively mean both Owner and Developer herein in the agreement

ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: OWNER RIGHTS & REPRESENTATIONS

- 3.1. The Owner hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of demarcated Bastu land measuring 26.16 (twenty six point one six) decimals equivalent to 15 (fifteen) Cottahs 13 (thirteen) Chittacks 13 (thirteen) Square Feet, be the same or a little more or less, lying and situated in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No. 253, corresponding to L.R. Khatian No. 1277 of Mouza - Mamudpur, J.L. No. 33, R.S. No. 75, Paganas Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station :

Bishnupur, District South 24-Parganas together with all right of easements, facilities and amenities annexed thereto.

- 3.2. Save and except the Owner herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.
- 3.3. That the said premises are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights, legal and court cases whatsoever or howsoever.
- 3.4. That the said premises are not subject to any notice of acquisition or requisition from any person/authority/govt.

ARTICLE-IV: DEVELOPER'S RIGHT

- 4.1. The Owner herein, hereby grant exclusive rights to the Developer to develop the said premises by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.
- 4.2. That the Developer will pay expenses for obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects.
- 4.3. It is made clear that save and except the share of the Owner in the proposed building and non-refundable amount as mentioned in SCHEDULE-"B", hereunder; all other apartment(s)/car parking spaces will be the exclusive property of the Developer herein and if the Developer so desires, the same could be disposed of by the Developer to the prospective buyer(s) at any sale consideration value or price, which the Developer may decide at its sole discretion.

- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer other than exclusive rights and license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation of the saleable area of the building.
- 4.6. The Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the apartment(s)/car parking areas of the proposed building/s.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owner's Allocation and non refundable amount to the Owner as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while the Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2. The allocation of the Owner and the Developer is 32:68 ratio. It is pertinent to mention herein that the Owner is entitled to 32% constructed area while the Developer is entitled to 68% constructed area.
- 5.3. The owner has got derivative title from the said M/s. Excella Realtors Pvt. Ltd. and all the assets and liabilities in respect of the property has acquired by the owner. It is pertinent to mention herein that Prince Construction, namely the Developer was appointed as by M/s. Excella Realtors Pvt. Ltd. for purpose of construction of the building and the M/s. Excella Realtors Pvt. Ltd. has paid a sum of Rs.40,00,000/- (Rupees Forty Lakh) only to the Developer and to adjust the said amount the Developer is transferring 4 (four) self contained flats (Two flats from Block "A" and Two flats from Block "B") each measuring 666 (533 square feet built up area and 133 square feet super built up area) respectively @ Rs.2100/- per square feet amounting to Rs.55,94,400/- (Rupees Fifty Five Lac Ninety Four

Thousand Four Hundred) only which has been mentioned in Serial No.14 to 17 SCHEDULE-B to this Agreement and the Owner shall pay a sum of Rs.15,94,400/- (Rupees Fifteen Lac Ninety Four Thousand Four Hundred) only to the Developer at the time of handing over possession of the Owner's allocation. The Owner shall be at liberty to sell, transfer and alienate flats and car parking spaces as mentioned in SCHEDULE-B to this Agreement to its intending buyer(s)/nominee(s) and to receive the consideration amount in its account.

- 5.4. The owners shall liable to pay the said sum of Rs.15,94,400/- (Rupees Fifteen Lac Ninety Four Thousand Four Hundred) only to the Developer. Until make payment of such amount, the Developer have no obligation to handover possession of 2(two) flats as mentioned in Serial No.15 & 17 in Owners' allocation out of 4(four) flats.
- 5.5. The Owner and the Developer divided their allocation as mentioned in SCHEDULE-B & C hereunder through their architect and after construction of the building in all respect, they will the Architect jointly and after taking measurement the constructed area will be divided as per 32:68 ratio and if either the owner or the developer shall get extra area, the person who will get extra area shall reimburse the amount at the rate of Rs.2100/- per square feet to the other party. The allocated part of the Owner and the Developer has been demarcated in **RED** and **BLUE** colour respectively.
- 5.6. The Developer shall have full liberty and rights to sell its portion of the saleable area in terms of the Development Agreement to the intending allottees/ buyer/s and to receive the sale consideration/ Advance amount as per its allocation of the saleable area and as mentioned in the SCHEDULE "C" hereunder.
- 5.7. The Developer shall hand over possession of the Owner's allocation first before handing over possession of the Developer's allocation to its intending buyer (s) /purchaser (s) in complete satisfaction of the owner.

- 5.8. The Owner and the developer shall jointly bear the cost and expenses of the common boundary walls in and around the said premises equally.
- 5.9. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by constructing the building(s) on the said premises and to deal with the Developer's Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owner.

ARTICLE-VI: POSSESSION

- 6.1. The Owner have already handover vacant and peaceful possession of the said premises to the Developer.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously on execution and registration of this Agreement, the Owner shall grant proper authority to the Developer by executing and registering a Development Power of Attorney in favour of the Developer in such format as may be required by the Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the unit(s)/floor/flats/car parking area(s) of its share/allocation together with undivided share of the land to the intending allottee/s through Deeds of Conveyance(s), Agreements for Sale(s) and to sign and execute all necessary papers, deeds, documents, etc. in respect of Developer's Allocation of the saleable area only and also to represent the Owner for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owner. The Developer shall sale its specific apartment(s)/unit(s)/car parking area(s) in its allocation on the basis of the said Power of Attorney and this development agreement to the intending allottees/ buyers.

- 7.2 Apart from the said registered Power of Attorney; the Owner also do hereby undertakes that they shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.
- 7.3 The Developer shall keep Architectural building Plan and the Structural Plan in its custody.
- 7.4 Simultaneously on execution of this Development Agreement, the Owner shall also hand over original title deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said premises to the Promoter. The Developer shall acknowledge to receipt of the same. The Developer shall handover all those and such original documents to the "Owner Association or body". After completion of the building and after the grant of completion /occupancy certificate by the competent authority.
- 7.5 The Developer shall execute and register the Agreements for Sale(s) and Deed of Conveyance(s) in respect of its allocated portion of saleable area as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the Owner as per para No.7.1 above.
- 7.6 The Developer shall keep the original Development Agreement & Development Power of Attorney in its custody, while the Owner shall keep a certified copy of the same, which would be collected by the Developer and thereafter to handover the same to the Owner at the cost of Developer.
- 7.7 The Developer shall on completion of the building, put the Owner in undisputed possession of the Owner's allocation of the saleable area **TOGETHER WITH** the rights in common facilities and amenities to be enjoyed proportionately with other allottees/buyers/Owner of apartment(s)/unit(s)/car parking space(s). However, the Developer shall hand over possession to buyers from its allocation. The Developer shall have liberty to execute Agreements for Sale(s) and Deeds of Conveyance(s) in respect of its allocation in the proposed building.

- 7.8 That save and except allocation mentioned in the SCHEDULES-"B" & "C" hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owner and the Developer and their heirs and nominees including the intending buyers/allottees/ Owner of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 7.9 The Developer shall be exclusively entitled to its own allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided that the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.
- 7.10 The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of apartment(s)/unit(s)/car parking area(s) together with proportionate share of land (excluding the accommodation provided under Owner's allocation, as mentioned herein before), of the said proposed building on the said premises with any prospective allottees/ buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Promoters allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and the Owner' herein will have no right and share and will not be entitled to any portion thereof.
- 7.11 The Developer shall be entitled to enter into agreement(s) for sale/s in respect of Developer's allocation on the basis of the registered Development Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owner by virtue of the same registered Development Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.

- 7.12 The Developer on behalf of the Owner shall execute and register the Deed of Conveyance(s) or sale deed(s) in favour of the intending Allottees /buyers out of the Developer's allocation of the saleable area of the building and also to convey the undivided proportionate share of the land of the said premises, on the strength of the registered General registered Power of Attorney, however the costs of such conveyance deeds or conveyances or sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof.

ARTICLE-IX: BUILDING

- 8.1. The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and/or as may be recommended by the Architect from time to time.
- 8.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided such quality is not inferior to the standards as mentioned in the applicable Building Laws.
- 8.3. The Developer shall install and erect in the said proposed building at the Developer's own costs standard new water pump set with motor, water storage tanks, overhead reservoirs, electric wiring and electrical fittings (BUT excluding fans, geysers, air conditions and other gadgets) and other facilities as are required to be provided in a building having self-contained apartment(s)/ car parking areas/ garages constructed for sale herein on Ownership basis and as mutually agreed.
- 8.4. The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of power, water, drainage sewerage and/or other facilities, if any, available to the new building and other inputs

and facilities required for the construction of and enjoyment of the building.

- 8.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building along with its various apartment(s)/unit(s)/car parking area(s), therein in accordance with the sanction building plan.
- 8.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this respect to the Architect.

ARTICLE-X: COMMON FACILITIES

- 9.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees.
- 9.2. As soon as the building is completed, the Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owner requiring the Owner to take possession of their allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.
- 9.3. The Owner and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either

or them as the case may be consequent upon a default by Owner or the Developer in this behalf.

- 9.4. Any transfer or any transfer of any part of the Owner's allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.
- 9.5. The Owner shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.
- 9.6. Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-

- 10.1. Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 10.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 10.3. Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-

- a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
 - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 10.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 10.5. The respective allottees/buyers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
- 10.6. Neither party shall do or cause or permit to be done any act or thing which may render void and violate any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 10.7. No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 10.8. Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or

accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

- 10.9. Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines , gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNER' OBLIGATIONS

- 11.1. The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or their agents, servants, representative or impediment to such construction; the Owner will be liable for such losses and damages.
- 11.2. The Owner doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of apartment(s)/unit(s)/car parking space(s) in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own liability and responsibility subject to fulfillment of the Developer's obligation to the Owner as agreed upon herein.
- 11.3. The Owner doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said premises or any portion thereof before date of completion of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.
- 11.4. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's therein save

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and except in case of any confirmed illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be within **24 (twenty four)** months from the date of execution of this Agreement. There will be no grace period in completion the construction of the building.

- 11.5. The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 11.6. The Owner hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owner hereto, the Owner henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/unit(s)/car parking area(s) of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said premises or any part thereof.
- 11.7. The Owner shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owner's allocation of the saleable area as mentioned in **SCHEDULE-"B" and also** in respect of apartment(s)/unit(s)/car parking area(s) of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Owner out of the Owner's allocation by availing loan/financial assistance from commercial banks or financial institutions. The

Owner shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without much hassles.

- 11.8. The Owner shall pay expenses for any rectification, correction or declaration in respect of their title, error or omissions in the related deeds and documents and to be present themselves in registration office or any other authorities.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

- 12.1. The Developer doth hereby agree and covenants with the Owner to complete the construction of the building within **24 (twenty four)** months from the date of execution of this Agreement. There will be no grace period in completion the construction of the building. Time should be essence of the contract.
- 12.2. The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building at the said premises.
- 12.3. The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owner.
- 12.4. The Developer hereby agrees and covenants with the Owner not to violet or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 12.5. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party but the Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 12.6. The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable

mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Promoters' Allocation of the saleable area as mentioned in SCHEDULE-"C" and also in respect of apartment(s)/car parking areas/ garages of the intending Allottee/s or buyers, who want to purchase and/or buy the same from the Developer by availing loan/financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without many hassles only for Developer's Allocation.

- 12.7. The Developer shall obtain revise sanction is require at its cost and expenses from the Zila Parishad.
- 12.8. The Developer shall erect the boundary wall in and around the said property but cost has to be borne by both the parties equally.
- 12.9. If the Developer construct fifth floor upon the fourth floor of the building, the owner is entitled to 32% saleable area of the fifth floor and Developer shall demarcate the said area consisting of flats/units to the owner and the owner shall not pay any amount for such area of the fifth floor and the Developer shall ratify the sanction on obtaining revise sanction plan from the Zila Parishad at his cost and expenses.
- 12.10. In the event of any notice being received and/or legal dispute arising from the Zila Parisad or any statutory body due to deviating the original sanction of the Zila Parisad, the Developer shall keep the Owner forever indemnified and unharmed against such notices or legal action by taking appropriate legal steps including payments of all legal charges, claims and / or all penalty charges arising thereof for all times to come as and from the date of execution of the Development Agreement.
- 12.11. The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owner's fault, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and

the construction work will remain suspended till the disputes and/or litigation sorted out.

ARTICLE-XIV: OWNER INDEMNITY

13.1. The Owner hereby undertakes that the Developer shall be entitled to the to the building(s) to be constructed on the said premises and shall enjoy its allocated space without any interference or disturbances by or on the part of the Owner provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

14.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.

14.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Promoters' action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

15.1. The Owner and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owner and the Promoters.

15.2. Immediately after possession of premises is given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.

15.3. The Owner and Developer shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to

make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 15.4. The Developer and/or its nominees/assignees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owner hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/ Owner of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and Owner; shall maintain the same themselves and/or through an association/society to be formed for such purpose.
- 15.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owner and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 15.6. In the proposed building to be constructed by the Promoter, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the SCHEDULE "F" hereunder written in the apartments/flats of the Owner share/allocation and the Developer shall solely be responsible for any defects in the items provided. However, the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the promoters share/allocation shall be solely decided by the Developer .
- 15.7. The name of the Building shall always be "**Twinkle Apartment**".
- 15.8. There will be formation of Association and/or Society by the Developer as per his own choice and body of the association shall be liable for

running maintenance, repairs, replacement, installations etc, of the said building/project, and the association shall fixed the maintenance costs and expenses yearly/monthly which will be paid by the owner of each flat and the owners shall not claim for any book and accounts for the same. The Developer shall have its own discretion to use the said fund for maintenance as per requirement.

ARTICLE-XVII: FORCE MAJEURE

- 16.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the "Force Majeure" and accordingly shall be suspended from the obligations during the duration of the "Force Majeure".
- 16.2. "Force Majeure" shall mean and include an 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 act, omission, breach or violation by such Party of 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, Covid-19 or any other Pandemic which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/governments/courts.

ARTICLE - XVIII: PENAL CLAUSE

- 17.1. If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein then the

Developer shall be liable to pay Rs.2,000/- per day compensation to Owner till the completion of the said building.

ARTICLE-XIX: JURISDICTION

18.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of demarcated Bastu land measuring 26.16 (twenty six point one six) decimals equivalent to 15 (fifteen) Cottahs 13 (thirteen) Chittacks 13 (thirteen) Square Feet, be the same or a little more or less, lying and situated in R.S. Dag No. 1048, corresponding to L.R. Dag No. 1072, under R.S. Khatian No. 253, corresponding to L.R. Khatian No. 1277 of Mouza - Mamudpur, J.L. No. 33, R.S. No. 75, Paganas Azimabad, Touzi No. 395, within the limits of Moukhali Gram Panchayat, Police Station: Bishnupur, District South 24-Parganas, together with sanctioned plan, being Plan No.526/656/KMDA dated 28.06.2018 by the Zila Parisad, District : South 24-Parganas, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY: R.S. Dag No.1019, L.R. Dag No.1043;

ON THE SOUTH BY: Common Passage;

ON THE EAST BY : R.S. Dag No.1022, L.R. Dag No.1045

ON THE WEST BY: 22' wide Common Passage;

THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation as per clause-1.6 of Article-1)

In lieu of the land of the said premises/property; the Owner will be entitled to get the following constructed/saleable area of the proposed building:-

Sl. No.	Flat/Car	Block	Floor	Side	Measurement (Square feet/ Built up area)
1.	Car Parking	A	Ground	32%	
2.	Car Parking	B	Ground	32%	
3.	2BHK	B	Ground	South-Western	533
4.	1BHK	A	First	North-Eastern	405

5.	2BHK	B	First	South-Eastern	533
6.	2BHK	A	Second	North-Western	533
7.	1BHK	A	Second	Western	405
8.	2BHK	B	Second	Eastern	533
9.	2BHK	A	Third	North-Eastern	533
10.	1BHK	A	Third	Eastern	405
11.	2BHK	B	Third	South-Western	533
12.	2BHK	A	Fourth	North-Western	533
13.	2BHK	B	Fourth	North-Eastern	533
14.	2BHK	A	Second	North-Eastern	533
15.	2BHK	B	Second	South-Western	533
16.	2BHK	A	Third	North-Western	533
17.	2BHK	B	Third	South-Eastern	533

THE SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation as per clause-1.7 of Article-1)

Save and except the Owner's allocation as mentioned in **SCHEDULE "B"** hereinabove, in lieu of making construction of the building, the Developer is entitled to get the following constructed/salcable area of the proposed building in the manner following:-

Sl. No.	Flat/Car	Block	Floor	Side	Measurement (Square feet/ Built up area)
1.	Car Parking	A	Ground	68%	
2.	Car Parking	B	Ground	68%	
2.	2BHK	B	Ground	South-Eastern	533
3.	2BHK	A	First	North-Eastern	533
4.	2BHK	A	First	North-Western	533
5.	1BHK	A	First	Western	405
6.	2BHK	B	First	Eastern	533
7.	2BHK	B	First	South-Western	533
8.	2BHK	B	First	Western	533
9.	1BHK	A	Second	North-Eastern	405
10.	2BHK	B	Second	South-Eastern	533
11.	2BHK	B	Second	South-Western	533
12.	1BHK	A	Third	North-Western	405
13.	2BHK	B	Third	South-Western	533
14.	2BHK	B	Third	South-Eastern	533
15.	1BHK	A	Fourth	North-Eastern	405
16.	1BHK	A	Fourth	North-Western	405
18.	2BHK	B	Fourth	North-Western	533
19.	2BHK	B	Fourth	North-Eastern	533
20.	2BHK	B	Fourth	North-Western	533

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Areas/Portions/Facilities & Amenities)

1. Common entrance and exits to the said premises and the proposed building.
2. Boundary walls, main gate and other gates of the said premises and of the proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any apartment or exclusively for its use).
5. Space underneath the stairs of the ground floor where electric meters or other facilities will be installed or as allocated in the sanction plan
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, fire escapes, fire fighting facilities, guard room and other common facilities and amenities as are created in the building for common use and enjoyment.
7. Installations of central services such as electricity, gas, water and sanitation.
8. Water supply system, water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, electric & other installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and use of the apartment(s)/unit(s)/car parking area(s) in common by the allottees/Owner.
10. Lift well with lift, machine room with all concerned accessories.
11. Common bathroom/toilet for common use in the ground floor of the proposed building.
12. All other portions of the real estate project/building necessary or convenient for its maintenance, safety etc and for and in common use.

THE SCHEDULE "E" ABOVE REFERRED TO
(Common expenses)

On completion of the building; the Owner, the Developer and their nominees including the intending Allottees/Owner/buyers shall regularly and punctually pay their proportionate share of the common expenses as more or less described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing and cleaning and lighting of the common portions/Installations/facilities/ Amenities of the Building including the outer and external walls , gates, open spaces, passage ways, lifts, staircases, rooftops.
- b) The salary of all persons employed for the common purposes and common facilities including that of security personnel, sweepers, electricians, plumbers etc.;
- c) All charges and deposits for supply and delivery of common utilities to the Owner /allottees in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the respective Allottees;
- e) Costs of formation and operating the Association formed for maintenance purpose;
- f) Costs of running, maintenance, repairing and replacement of pumps, lifts and all other common installations and facilities including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation and use of the common services and common areas;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association/society as the case may be and as may be necessary or incidental or liable to be paid by the co-Owner/allottees in common;

THE SCHEDULE "F" ABOVE REFERRED TO
WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)

CONSTRUCTION:

Structure will be of R.C.C. frame work

FOUNDATION:

Stone column/isolated footing with beams connecting with column
(specifically designed to suit the sold condition)

PLASTERING AND FINISHING:

RCC slab with proper water proofing and heat treatment.

WALLS:

External Wall of each Commercial Spaces and Car parking space with 1st
Class burnt bricks 200 mm thick in suitable cement sand mortar plasters.
Internal walls 75 to 125 mm thick.

FLOORS:

Floor will be finished with Vitrified Tiles.

DOORS:

Frames will be made up of Sal wood. Main Door will be provided with
Commercial Flush door with eye hole.

WINDOW:

Alumunium window with grill fittings.

SANITARY:

Bath room/Toilet walls upto 6' white/coloured Glaze Tiles Ceramic Water
fittings C.P./ Royal Tap Shower.

SKIRTING:

Same of Floor finish in the height of 100 mm

INTERNAL FINISH:

Sand, cement plaster to walls, with plaster of paris running on it.

EXTERNAL FINISH:

Sand, cement plaster or extensal walls and 2 coats of cement base paint over
it (The painting must be of cement base weather coat).

SANITARY FITTINGS:

- a) The pan must be of commode of branded materials complete with
flush mixture.
- b) Sink must be of S.S. Size - not less than 400 mm x 450 mm.
- c) The wash basin must be Branded materials.

SANITARY HARDWARES:

- a) Bib Cocks and Sink Cocks - with branded materials.
- b) Stop cocks for shower - Branded materials
- c) Head shower.

PLUMBING WORK:

All plumbing work will be carried out in conformity with the ISI Code of Practice for plumbing work. The installation of pipe will be of concealed type with the proper graded Hot water resistant pipe.

WATER OUTLET POINTS:

BATHROOM:

- a) One Head Shower Point/Telephone Shower Point.
- b) One Wall mixture point.
- c) One Water heater point.
- d) One exhaust fan point.

ELECTRICAL POINT:

As per requirements (Finolex wire)

WATER SUPPLY:

1 No. Overhead PVC Reservoir on roof will be provided for storage and 1 No. Underground reservoir and supply of Municipal Water.

NOTE:

All outside rain water pipe will be finished with supreme made.

Specifications

Flooring

- Vitrified (Inside Individual Tenements)
- Green/White Marble (Staircase Block)
- Proper waterproofing treatment of roof.

Plumbing

- CPVC/UPVC (Branded material)
- P.V.C (Branded Material)
- Fittings (Branded Material)

Electrical

- Wires (Havells / Finolex/Poly cab or equivalent of necessary gauge)
- Switches and Sockets (Branded Material)

Kitchen

- Granite Polish Green (Kitchen Top)
- Stainless Steel Sink

Tiles

- 2100 mm dado height; (Branded)

Doors

- Main Door (commercial flush door with necessary fittings)
- Remaining doors (commercial flush door with necessary fittings)

Windows

- Aluminum Window make;

Lift

- (4 Passenger)

IN WITNESS WHEREOF the PARTIES have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the PARTIES at Kolkata in the Presence of :-

WITNESSES :-

1. Goutami Jana
Alipore Judges Court
KOL-27

2. Nirmali Ghisi
Alipore Judges Court
KOL-27

Dilip Sen

Signature of the OWNER

M/S. PRINCE CONSTRUCTION

A. Qadir

Prop: A. QADIR

Signature of the DEVELOPER

Drafted by and Prepared
in my office :-

Subhankar Sarkar

Subhankar Sarkar
Advocate

Enrolment No. WB/205/1997 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 27.



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI DILIP SEN

Signature : *Dilip Sen*

Photo



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- ABDUL QADIR

Signature : *Abdul Qadir*



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



300320232035353321

GRIPS Payment Detail

GRIPS Payment ID: 300320232035353321 Payment Init. Date: 30/03/2023 07:53:50
Total Amount: 6991 No of GRN: 1
Bank/Gateway: SBI EPay Payment Mode: SBI Epay
BRN: 1103437540730 BRN Date: 30/03/2023 07:54:24
Payment Status: Successful Payment Init. From: Department Portal

Depositor Details

Depositor's Name: Mr ABDUL QADIR
Mobile: 8276936406

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230353533228	Directorate of Registration & Stamp Revenue	6991
Total			6991

IN WORDS: SIX THOUSAND NINE HUNDRED NINETY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192022230353533228

GRN Details

GRN: 192022230353533228 Payment Mode: SBI Epay
GRN Date: 30/03/2023 07:53:50 Bank/Gateway: SBIPay Payment Gateway
BRN: 1103437540730 BRN Date: 30/03/2023 07:54:24
Gateway Ref ID: 924391844 Method: Axis Bank-Retail NB
GRIPS Payment ID: 300320232035353321 Payment Init. Date: 30/03/2023 07:53:50
Payment Status: Successful Payment Ref. No: 2000837718/1/2023

[Query No* Query Year]

Depositor Details

Depositor's Name: Mr ABDUL QADIR
Address: 4/3/II/19, BHUKAILASH ROAD EKBALPORE KOL. 700023
Mobile: 8276936406
Period From (dd/mm/yyyy): 30/03/2023
Period To (dd/mm/yyyy): 30/03/2023
Payment Ref ID: 2000837718/1/2023
Dept Ref ID/DRN: 2000837718/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000837718/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	6970
2	2000837718/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	6991

IN WORDS: SIX THOUSAND NINE HUNDRED NINETY ONE ONLY.

Major Information of the Deed




Deed No :	I-1602-04558/2023	Date of Registration	30/03/2023
Query No / Year	1602-2000837718/2023	Office where deed is registered	
Query Date	30/03/2023 7:11:20 AM	D.S.R. -II SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhankar Sarkar Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8276936406, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 52,89,385/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: MAUKHALI, Mouza: Mamudpur, JI No: 33, Pin Code : 743503

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1072 (RS :-)	LR-1277	Bastu	Bastu	15 Katha 13 Chatak 13 Sq Ft		52,89,385/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
Grand Total :					26.1204Dec	0 /-	52,89,385 /-	

Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr DILIP SEN Son of Late Gopal Sen Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Office	 <small>30/03/2023</small>	 <small>LT1 30/03/2023</small>	 <small>30/03/2023</small>

4 No Kholishakota Pally, City:- , P.O:- Rajbari, P.S:-Dum Dum, District:-North24-Parganas, West Bengal, India, PIN:- 700081 Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: India, PAN No.:: Bgxxxxxx5R, Aadhaar No: 46xxxxxxxx7931, Status :Individual, Executed by: Self, Date of Execution: 30/03/2023
 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	PRINCE CONSTRUCTION 4/3/H/55, Bhukailash Road, City:- , P.O:- EKBALPORE, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 , PAN No.:: AAxxxxxx5L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Name Photo Finger Print Signature
1	<p>ABDUL QADIR (Presentant) Son of Md Quraish Date of Execution - 30/03/2023, , Admitted by: Self, Date of Admission: 30/03/2023, Place of Admission of Execution: Office</p>    <p>Mar 30 2023 2:38PM LTI 30/03/2023 30/03/2023</p> <p>4/3/H/19, Bhukailash Road, City:- , P.O:- Ekbalpore, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx5L, Aadhaar No: 37xxxxxxxx1071 Status : Representative, Representative of : PRINCE CONSTRUCTION (as proprietor)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
Mr GOUTAM JANA Son of Mr Mahitosh Jana Alipore Judges Court, City - , P.O - Alipore P.S -Alipore, District -South 24- Parganas, West Bengal, India, PIN - 700027			
	30/03/2023	30/03/2023	30/03/2023

Identifier Of Mr DILIP SEN, ABDUL QADIR

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr DILIP SEN	PRINCE CONSTRUCTION-26 1204 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: MAUKHALI, Mouza: Mamudpur, JI No: 33, Pin Code : 743503

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1072, LR Khatian No:- 1277		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 160204558 / 2023

On 30-03-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:49 hrs on 30-03-2023, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by ABDUL QADIR .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 52,89,385/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 30/03/2023 by Mr DILIP SEN, Son of Late Gopal Sen, 4 No Kholishakota Pally, P.O: Rajbari, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700081, by caste Hindu, by Profession Cultivation

Identified by Mr GOUTAM JANA, , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 30-03-2023 by ABDUL QADIR, proprietor, PRINCE CONSTRUCTION (Sole Proprietorship), 4/3/H/55, Bhukailash Road, City:- , P.O:- EKBALPORE, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023

Identified by Mr GOUTAM JANA, , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2023 7:54AM with Govt. Ref. No: 192022230353533228 on 30-03-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 1103437540730 on 30-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 6,970/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 223702, Amount: Rs.50.00/-, Date of Purchase: 28/03/2023, Vendor name: S C Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2023 7:54AM with Govt. Ref. No: 192022230353533228 on 30-03-2023, Amount Rs: 6,970/-, Bank: SBI EPay (SBlePay), Ref. No. 1103437540730 on 30-03-2023, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2023, Page from 156998 to 157043
being No 160204558 for the year 2023.



Digitally signed by Suman Basu
Date: 2023.04.11 18:07:50 -07:00
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2023/04/11 06:07:50 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.

Checked by me
14/4/23

Certified to be a true copy

Suman
District Sub-Registrar-II
Alipore, South 24 Parganas
16-05-23

(This document is digitally signed.)