

inclusive of consideration hereafter contained and, therefore, both the parties herein have agreed upon to enter into this DEVELOPMENT AGREEMENT, defining their respective rights, duties and obligations, in respect of carrying out such project at their mutual advantage, at the said Premises, and thus, have agreed on the terms and conditions contained herein, to avoid all sorts of future dispute differences and litigation.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties and records the terms and conditions as agreed upon by and between the parties hereto are as follows:-

### **ARTICLE - I** **TERM**

#### **1.1 TERM**

This Agreement shall come into effect on and from the date of its signing by the Parties (“**Effective Date**”) and shall remain valid and in force till all the obligations of the Parties towards each other stand, performed and fulfilled subject to the terms, conditions, covenants and representations as mentioned in this Agreement.

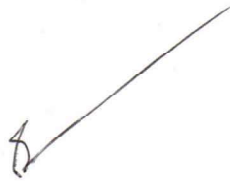
### **ARTICLE - II** **DEFINITIONS AND INTERPRETATION**

#### **2.1 DEFINITIONS**

Unless in these presents there is something in the subject or context inconsistent therewith:-

**FOR THE PURPOSE OF THIS AGREEMENT, UNLESS THE CONTEXT OTHERWISE REQUIRES THE FOLLOWING DEFINITIONS SHALL MEAN AND INCLUDE AS NOTED BELOW:-**

- (1) “**ARCHITECTS / ENGINEERS**” shall mean the architects, engineers and other collaborations, as may from time to time be retained, employed or engaged by the Developer for the purpose of planning, designing and supervision of construction of the Project at the Project Properties;
- (2) “**APPLICABLE LAW(S)**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement



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or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and shall also include **West Bengal Housing Industry Regulation Act, 2017 (HIRA) and Rules framed thereunder;**

- (3) "**BUILDING PLAN**" shall mean the **Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by Rajpur – Sonarpur Municipality including its revision, modification etc.
- (4) "**DEVELOPMENT RIGHTS**" shall refer to the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Project Properties and shall, include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:
- i. enter upon and take possession of the Project Properties for the purpose of development and construction of the Project and to remain in such possession until the completion of the Project as may be permissible under this Agreement;
  - ii. retain, appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or any other persons to carry out the development and construction of the Project;
  - iii. to apply for and obtain all Sanctions and Permissions including applying for and obtaining any amendment/ modification of the Plan;
  - iv. to carry out all the infrastructure and related work/ constructions for the Project, (including leveling of the Project Properties) internal roads, passages, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and/or transformer, all other Common Areas and Installations for the total built up area to be constructed on the Project Properties as per the Plan;
  - v. execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with sale of unit/s to be constructed on the Project Properties as envisaged herein and appear before the jurisdictional authority towards registration of the documents;



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- vi. Manage the Development Work and/ or to transfer/ assign such right of maintenance to the Management Association or as may be necessary as agreed herein;
  - vii. apply for and obtain any approvals in its name or in the name of the Owner, including any temporary connections of water, electricity, drainage and sewerage for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
  - viii. generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement;
- (5) **“DEVELOPMENT WORK”** shall mean and include the carrying out of the Development Work of the Project Properties by cutting the earth and filling the lands and erecting internal pucca roads and path ways and also providing all the required facilities and amenities including water, drainage/sewerage and electricity and further construction of New Buildings / Towers and other structures as per the Plan sanctioned by the appropriate authority/authorities and further making the Units transferable to the Intending Buyers;
- (6) **“LAND”** shall mean **ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No. 231, L.R. Khatin No. 1467 (previously 1343, prior thereto 643) under **Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata – 700150**, Municipal Ward No. 8 within the limits of Rajpur – Sonarpur Municipality, Police Station – Sonarpur, within Mouza – Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South), more fully described in the **First Schedule** hereunder written. The said land is clearly demarcated by the boundary wall.
- (7) **“BLOCK”** shall mean the row of contiguous buildings or one large building, divided into separate houses, Flats, Shops, Offices, Car Parking Spaces etc..
- (8) **“BUILDING”** shall mean and include the initially Four (Ground plus three)-storeyed building being constructed on the said premises mentioned in **First Schedule** hereunder in accordance with the Building Plan sanctioned by the Rajpur-Sonarpur Municipality. It shall



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- deem to mean and include construction of additional floors upon the said building if sanctioned by the said Rajpur-Sonarpur Municipality.
- (9) **"THE PLAN"** shall mean the **Plan No. 225/CB/08/24 dated 08.05.2015**, plan, elevation, design, drawings, specifications of the said building as prepared by the Architect and as sanctioned by the Rajpur – Sonarpur Municipality including variations therein, if any.
  - (10) **"CO-HOLDERS"** shall accordingly to its context, mean all persons, who have agreed to hold Flat/Units/Shop/Office space room in the said building including the Developer for the Flat/Units/Shop room/ Office space not transferred or agreed to be transferred.
  - (11) **"COMMON PORTIONS"** shall mean all common areas drive away erection constructions and installations and expressed or intended by the Developer for the common use and enjoyment of the co-holders.
  - (12) **"CARPET AREA"** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open<sup>r</sup> terrace area, but includes the area covered by the internal partition walls of the apartment
  - (13) **"COVERED AREA"** shall according to its context mean the plinth area of the said Flat/Units/Shop room/Office space or all the Flat/Units /Shop room/Office space in the building including the bathroom and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT, if any wall be common between the two Flat/Units /Shop room/Office space, then half of the area under such wall shall be included in each such Flat/Units /Shop room/Office space.
  - (14) **"BUILT UP AREA"** shall mean the outer perimeter encompassing the Flat plus proportionate stair, lift, Lobby area.
  - (15) **"SUPER BUILT AREA"** shall mean 25% in addition to the built up area.
  - (16) **"SERVICE INSTALLATIONS"** shall mean power, light, sewers, drain, channels, pipes, gutters, main wires cables, soak ways, over head tank, underground water reservoir and any other apparatus for the supply of water, electricity etc.
  - (17) **"TRANSFER"** with all its connotations under the laws of the land, shall mean the transfer of a flat or apartment or any unit from and out of the property.
  - (18) **"NEWLY CONSTRUCTED BUILDING"** shall mean and include the Four (Ground plus Three)-storeyed building including the existing Building structure consists of (i) **Block-1**. Foundation, Ground & First