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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar-II
Alipore, South 24 Parganas

13 OCT 2020

**DEVELOPMENT AGREEMENT WITH
POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY is made this the 12th day of October, 2020 (Two Thousand Twenty) ;

BETWEEN

Sr
12/10/20

1089338/20



13 OCT 2020

Handwritten notes and signatures in the bottom right corner, including the name 'Rajendra Kumar' and other illegible text.

0502/PAGE I

10/09/20

24 JUL 2020

S.L. No. 3110 Date 24 JUL 2020
 Name Tapas Choudhury (Adv)
 Address Alipore Judges Court
 Value IDL 10/- Kol-27

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

Janini BOM



4170

Janini BOM



4167

Ananda Chatterjee



4169

Sanjay Chatterjee



4171



District Sub-Registrar
 Alipore, South 24 Par

2 OCT 2020

Sanjay Chatterjee
 s/o of Dr. Dr.
 Alipore Police Court
 24/7
 Karol

1. ANANDA CHATTOPADHYAY (PAN- ABWPC3040K, Aadhaar No.983897194392) son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Retired,

2. RAM MOHAN CHATTOPADHYAY (PAN- ACLPC4360N, AADHAAR No. 564585978270) son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Service, both are residing at E/157, Ramgarh, P.O. - Naktala, P.S. – Netaji Nagar, Kolkata-700047, District –South 24 Parganas, hereinafter called and referred to as “the **LAND OWNERS / OWNERS / FIRST PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing

at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata - 700150, District - South 24 Parganas, authorized vide board resolution dated 17/09/2020 hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

WHEREAS Smt Anjali Chatterjee, purchased **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 77, 71, and 290, R. S. Dag No. 71, 72 and 75, known as Scheme Plot No. 412, Ramkrishna Pally, in the District of South 24 Parganas, West Bengal from Ashram Praktan Chhatra Sangha, Narendrapur, 24 Parganas by virtue of a Deed of Conveyance dated 24.03.1975 which was duly registered before Sub-

Registrar Sonarpur and recorded in Book No. I, Volume No. 28, pages 92 to 95, being No. 1324 for the year 1975.

AND WHEREAS said Anjali chatterjee mutated her name in the B.L. & L.R.O. being L.R. Khatian No. 8 and L.R. Dag No. 163, and paid taxes regularly to the concern authority.

AND WHEREAS said Anjali Chatterjee executed a Deed of Gift in favour of Sri. Ananda Chattopadhyay on 6th April 2001 in respect of land measuring 2Kh 8Ch. 22.5Sft. along with common passage measuring 7ch. 9Sft. in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 77, 71, and 290, L.R. Khatian No. 8, R. S. Dag No. 71, 72 and 75, and L.R. Dag No. 163, known as Scheme Plot No. 412, Ramkrishna Pally, in the District of South 24 Parganas, West Bengal and said Deed of Gift has been registered before ADSRO, Sonarpur, and recorded in book - I, Vol No.47, Pages from 311to 317, being No. 2753, for the year 2001.

AND WHEREAS said Anjali Chatterjee executed a Deed of Gift in favour of Sri. Ram Mohan Chattopadhyay on 6th April 2001, in respect of land measuring 2Kh 1Ch. 13.5Sft. along with common passage measuring 7ch. 9Sft. in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 77, 71, and 290, L.R. Khatian No. 8, R. S. Dag No. 71, 72 and 75, and L.R. Dag No. 163, known as Scheme Plot No. 412, Ramkrishna Pally, in the District of South 24 Parganas, West Bengal and said Deed of Gift has been registered before ADSRO, Sonarpur, and recorded in

book - I, Vol No. 47, Pages from 318 to 323, being No.2734 for the year 2001.

AND WHEREAS Sri. Ananda Chattopadhyay mutated his name Rajpur – Sonarpur Municipality, being Holding No. 2170, Ward No. 8, and after sanction of building plan constructed a 1500sft. two storied structure thereon.

AND WHEREAS Sri. Ram Mohan Chattopadhyay mutated his name Rajpur – Sonarpur Municipality, being Holding No. 2120, Ward No. 8, and after sanction of building plan constructed a 1700sft. two storied structure thereon.

AND WHEREAS Sri. Ananda Chattopadhyay and his sister Smt. Mita Mukherjee jointly executed a deed of gift in favour of Sri. Ram Mohan Chattopadhyay in respect of undivided 2/3 share of land measuring **undivided 2/3 rd share i.e. 216 sft. i.e. 4 Chittacks 36 Sq.Ft.** land out of **324 Sq.Ft. i.e. 7 Chittacks 09 Sq.Ft.** land and said deed has been registered before D.S.R IV, Alipore, and recorded in Book – 1, being Deed No. ~~5646~~ 5646, for the year 2020.

Navin Ban

AND WHEREAS Sri. Ram Mohan Chattopadhyay is owner of land measuring **2 Cottahs 8 Chittacks 22.5 Sq.Ft.**

AND WHEREAS said Sri. Ananda Chattopadhyay executed a deed of gift of his land in favour of Sri. Ram Mohan Chattopadhyay which has been registered before D.S.R.II,

Alipore, South 24 Parganas, and said deed of gift recorded in Book No. I..., being No. 5647..., 2020.

Jamini Ban
AND WHEREAS said Sri. Ram Mohan Chattopadhyay executed a deed of gift of his land in favour of Sri. Ananda Chattopadhyay which has been registered before D.S.R.II, Alipore, South 24 Parganas, and said deed of gift recorded in Book No. I..., being No. 5648..., 2020.

AND WHEREAS Sri. Ananda Chattopadhyay and Sri. Ram Mohan Chattopadhyay the First Party / **LAND OWNERS** have represented that they are desirous of developing the land for construction of a G + IV storied Residential cum Commercial building but are at present due to short of funds to initiate the process of doing the same. The First Party stated inter alia that they are desirous of constructing the above said building for their own residential purpose but do not possess the financial means to do the same. They also represented that they are in requirement of financial assistance for their own personal need and as want to dispose off the excess floor area which can be constructed in the land as described in Schedule-A herein below and the Owner is now desirous that the said land be developed by constructing a residential cum Commercial Building thereon by the Developer in accordance with the Plan and to which the Developer has agreed to develop the same on the terms and conditions hereinafter appearing:-

Jamini Ban

AND WHEREAS the **SECOND PARTY / DEVELOPER** is a reputed Developer of Ownership buildings / flat / apartment, etc. and is interested in developing the land owners land and constructing a G+IV storied Residential cum Commercial building thereon with the objective to sell off the Developer allocation of the proposed building according to ratio after satisfying or giving possession to the **LAND OWNERS** according to their allocation in the proposed building.

AND WHEREAS acting on the basis of the above representation made by the both the parties, it has now been mutually agreed by and between the parties hereto that the Second Party / **DEVELOPER** shall at his own cost develop the said property more fully and particularly described in the Schedule- A hereunder written and hereinafter referred to as the **SAID LAND** on the terms and conditions and in the manner hereinafter provided.

NOW THIS DEED OF AGREEMENT FOR DEVELOPMENT OF THE SAID LAND AND CONSTRUCTION OF RESIDENTIAL CUM COMMERCIAL G+IV STORIED BUILDING THEREON WITNESSETH AND IT IS HEREBY AGREED TO, BY AND BETWEEN THE PARTIES AS FOLLOWS:

- A. The **OWNERS** : Shall mean the Owners above named and their heirs, executors, administrators, legal representatives and/or assigns.

B. The **DEVELOPER** : Shall mean the Developer above named and its partners, successors and/or assigns.

C. The said **PROPERTY** : **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks along with 3200 sq.ft. two storied two building structure in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 77, 71, 290, L.R. Khatian No. 8, R. S. Dag No. 71, 72 & 75, L.R. Dag No. 163, being Holding No. 2170 & 2120, Ward No.08 known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S. -Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal.

ARTICLE : "I" DEFINITIONS

A. **LAND:-**

SAID LAND shall mean **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks along with 3200 sq.ft. two storied two building structure in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian Nos. 77, 71, 290, L.R. Khatian Nos. 8, R. S. Dag No. 71,

72 & 75, L.R. Dag No. 163, being Holding No. 2170 & 2120, Ward No.8 known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal.more fully described in the **SCHEDULE "A"** hereunder written.

B. **BUILDING:-**

BUILDING shall mean and include the earthquake resistant multistoried RCC Building with necessary and associated structure / infrastructure as may be decided by the Developer but in accordance with the plan sanction by the Rajpur Sonarpur Municipality and other appropriate Authorities for construction of the Building at the cost of the DEVELOPER on the said LAND of the OWNERS and shall include the Car Parking and other spaces intended for the use of the occupants of the Building on such terms as may be agreed with them.

C. **OWNERS AND DEVELOPER:-**

Shall include their respective Transferees/Nominees.

D. **COMMON FACILITIES:-**

Shall mean and include corridors, stairways, liftwell, lift, drains, water pumps, water storage, overhead tanks, gardens and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the Building and the

common facilities or any of them thereon as the case may be.

E. **CONSTRUCTED SPACE:-**

Shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned Plan.

F. **THE OWNER'S ALLOCATION:-**

Shall be one no 2BHK flat (measuring 924Sq.Ft. super uilt-up in the south-East side) in the 1st floor, one no 2BHK flat (measuring 888Sq.Ft. super built-up in the North - West side) in the 1st floor , one no 2BHK flat (measuring 924Sq.Ft. super built-up in the south-East side) in the 4th floor and one no 1BHK flat (measuring 564Sq.Ft. super built-up in the south side) in the 4th floor of the proposed Building along with Car Parking space no. 4 & 5 in the Ground floor of the proposed building along with proportionate share of land. And non refundable amount of Rs. 20,000/- (Rupees Twenty thousand) only to the land owner.

G. **THE DEVELOPER'S ALLOCATION:-**

Shall mean rest of the total constructed area save and except Owner's allocation in the proposed Building.

H. **BUILDING PLAN:-**

Shall mean Plans for the construction of the proposed Building, which will sanction by the Rajpur - Sonarpur Municipality and shall include any amendment thereto and/or modification thereof.

I. **FLOOR AREA:-**

Shall mean the floor area ratio permissible and sanctioned for construction on the said premises according to the prevailing Building Rules of the Rajpur Sonarpur Municipality.

J. **PARKING SPACE:-**

Shall mean and include the open and/or covered car parking space provided in the land or within the Building.

K. **CONSTRUCTED AREA:-**

Shall mean the space in the Building available, for independent use and occupation including the space demarcated for common facilities and services as per sanction Plan.

L. **SUPER BUILTUP AREA:-** Shall mean and include the plinth area of the unit i.e. 25% of the constructed area.

M. **TRANSFER WITH ITS GRAMMATICAL VARIATIONS:-**

Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Building to Purchasers

thereof and will include the meaning of the said terms and defined in the Income Tax Act, 1961.

N. **TRANSFeree**:-

Shall mean a person to whom any space in the Building will be or has been agreed to be transferred.

O. **ADVOCATE :**

Shall mean Advocate or Attorney shall mean Tapas Chowdhury, Advocate, Alipore Judges' Court, Kolkata-700027.

ARTICLE – "II"

(TITLE AND INDEMNITIES)

1. The OWNERS hereby declare that they have good title in the said property consisting of land and structure by virtue of deed of Gift being Deed Nos. 2753 & 2754 for the year 2001 and one Gift Deed No. for the year 2020, they have right and title to enter into this Agreement with the DEVELOPER, and the OWNERS hereby undertake to indemnify and keep the DEVELOPER indemnified against any or all Third Party claim, actions or demands whatsoever concerning the OWNERS title.
2. The OWNERS hereby confirm that the DEVELOPER shall be entitled to construct and complete the Building (Residential/ Commercial) as per the approved and sanctioned plan on the said premises and retain and enjoy the DEVELOPER'S allocation therein without any interruption or interference from the OWNERS or any person or persons lawfully claiming through or under the

OWNER and the OWNERS undertake to indemnify and keep the DEVELOPER indemnified against all losses and damages, costs, charges and expenses incurred as a result of any breach of this confirmation.

3. The DEVELOPER undertakes to construct the Building in accordance with the approved Plan sanction by the Rajpur Sonarpur Municipality and undertakes to pay any damages, penalties and/or commanding fees payable to the Authority or Authorities concerned relating to any deviation.
4. The DEVELOPER shall have the right to appoint Architects, Engineers, Contractors for the construction of the building and hereby undertakes to indemnify and keep the OWNERS indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of any act or omissions and commissions of the DEVELOPER and/or the Contractor or any accident or otherwise in or relating in the construction of the building.
5. The DEVELOPER hereby undertakes to construct and complete the Building in all respects diligently and expeditiously within 30 months from the starting of construction. However, if the Second Party is prevented in completing the project within the stipulated time of 30 months by circumstances not directly attributable to it and

beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of three months on such further terms and conditions as may be mutually agreed upon between the First and Second Party. The time of completion of the proposed building is the essence of contract.

6. The DEVELOPER hereby undertakes to construct the Building in accordance with the sanctioned building plans and undertakes to pay any damages, penalties and/or compounding fees payable to the Rajpur Sonarpur Municipality or other Body or Authorities concerned relating to any deviation for which it may be responsible.
7. The OWNERS hereby also undertake that after taking possession from the DEVELOPER of their allocation doing any deviation in their portion the OWNERS will be responsible for paying any damages, penalties to the Rajpur - Sonarpur Municipality or other body and authorities.

ARTICLE - "III"

(OWNER'S OBLIGATIONS)

The OWNERS / FIRST PARTY covenants as follows:

1. That the First Party / OWNERS shall deliver undisputed possession of the schedule land not amounting to transfer and free from encumbrances to the Second Party / DEVELOPER to develop the said land and measurement for preparation of site plan and shall demarcate the

property boundary for construction of boundary wall and shall clear up to date all the taxes to the Rajpur – Sonarpur Municipality or the land revenue authorities before delivery of possession of the land.

3. That the First Party / OWNERS delivered all Original papers / land documents to the Second Party/ DEVELOPER to enable him to verify the land documents and for obtaining necessary financial assistance from any financial institution at his own cost, risk and exclusive liability for construction of the Ownership building on the Said Land as and when necessary.
4. That the First Party / OWNERS after agreeing in writing to the site development plan as proposed by the Second party / DEVELOPER will not interfere in the construction works of the Second Party / DEVELOPER nor make any comments / suggestion / advice / direction regarding alteration / addition of site plan approved by the competent authority. In case of any modification to the original plan, the SECOND Party/DEVELOPER will notify and get agreement in writing prior to carrying out the changes.
5. That the First Party / OWNERS after execution of this Deed of Agreement shall not in any way encumber the said land by way of mortgage, lease, sale, gift, let out or any other mode of transfer or dispose of the said property or any portion thereof within the contract period as mentioned in the Agreement.

6. That the First Party / OWNERS shall keep found against all third party claims or compensations and any other untoward incidents directly attributable to any act of omission of the First Party / OWNERS prior to handing over possession of the scheduled land and shall have to negotiate / compromise / rectify at his own cost.
7. The First Party / OWNERS do hereby declare, represent and assure the Second Party / DEVELOPER as under-
 - (a) That prior to entering into this Agreement for development, they have not entered into any agreement for sale or lease or mortgage or otherwise in respect of the said property in favour of any one else nor has accepted any earnest money or token money or any other amount from any other persons towards sale or lease mortgage or otherwise of the said property described in the Schedule - "A" written hereunder.
 - (b) That the said property is not subject to any mortgage, lien, charge, suit attachment, either before or after judgment or judicial or quasi judicial proceeding.
 - (c) That the OWNERS have not received any notice for acquisition or requisition or reservation of the said property or any part thereof prohibiting or restricting the development thereof from the competent authority.

- (d) That the OWNERS have complied with the provisions of the laws for the time being in force which are applicable to the said property, as also Rules and Regulations, Bye laws of the Rajpur - Sonarpur Municipality, Sonarpur, South 24 Parganas.
 - (e) That the Municipal Taxes and any other taxes other outgoing in respect of the said property have been paid upto the date of signing this agreement and that nothing is outstanding and no proceedings are pending against the said property of any part thereof. The land owners will bear all cost of Deed of Exchange (amalgamation) of property and B.L & L.R.O mutation, deed of Declaration, any deed of Gift, any Compensation and other legal Expenses. The Land owners herein will bear all the cost of work mentioned above which the developer produce their demand for the above mentioned work.
8. The Conveyance or any other deed of the undivided proportionate share of land/space together with flat/flats/garage comprised in the said premises as be appurtenant to the Developers' allocation shall be made to the Developers or his nominee or nominees or the person or persons interested in purchasing or otherwise acquiring undivided land or other space and flat/flats in the Developers' allocation in such portion and/or shares as the Developer may from time to time nominate and

direct. There will not be any financial/obligation on the owner due to this.

9. It is clarified that all amounts receivable under such agreements or other document of transfer for indivisible proportionate share of land comprised in the said premises and/or flats and/or space shall be for and to the account of the Developer and shall be received by the Developer exclusively and the Owner shall have no objection therewith on the following: -
 - (i) Construction of the building should be made by the Developer with his own cost and the developer may obtain any loan from any financial institution, Bank or from any other person against his allocation of the said project. The developer can involve any other person / persons as his partner through partnership deed for completion the said project with prior written authorization from the owner. The OWNERS and Developer have no objection against any intending flat purchaser regarding Banking Loan or loan from any Financial Institution or personal loan from any person.
10. The Owners shall hold the Owners allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchasers or other occupiers of the flats of the Developers' area would hold and shall pay maintenance charges and other outgoings in respect of the

Owner's area at the same rate and in the same manner as the Purchasers of the flats of the Developers' allocation.

11. The Owners shall never be liable for the Developers' activities in connection with the collection of money from the intending Purchaser relating to the Developers' allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building before, during or after construction of the said building according to the plan or plans. All materials, plants and machinery brought in upon the said property or workmen, laborer used, employed or to be used and employed for constructing the said building shall remain at the Developer and/or his agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owner shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.
12. In case of demise of the Owners during the tenure of the construction and final transaction, his heirs shall in that case make such acts and things so that this agreement remains valid and fresh General Power of Attorney shall be executed by his heirs so long the final transaction is not completed and in case of negligence or failure all the heirs of the Owner shall be liable to make good of the total loss and damages whatsoever the Developer may suffer in this regard.

13. All notices consents and approvals to be given on behalf of the Owner shall be either delivered to the Developer personally or left for it at its usual place of business mentioned above.
14. The responsibility of the management and maintenance of all the open space comprised in the said premises (i.e. excepting the land covered under the building and / or other structure on the said premises) shall be that of the Developer until the Society or Association or Syndicate be formed by the Owner / Occupier and / or Purchasers of the building and/or other structures on the said premises and the Owner and / or Purchasers including the Owner herein agreed to bear and pay the proportionate costs and expenses of such maintenance and management to the Developer or the person for the time responsible for the same.
15. That at the time of handing over the possession of the Schedule "A" property, the land owners herein clear all taxes and outgoings and conversation of land, no objection certificate from A.P.C.S. along with all proceedings.
16. That the Land owners herein will execute deed of Amalgamation at their own cost in this schedule property.

ARTICLE - "IV"

(DEVELOPER'S OBLIGATIONS)

The Second Party / DEVELOPER covenants with the First Party / OWNER as follows:

1. That the Second Party / **DEVELOPER** shall develop and construct the said RCC residential building in terms of this Agreement and in accordance with the plans sanctioned and approved by competent authority / Rajpur - Sonarpur Municipality. The Approved Site Development Plan, sanctioned Building Plan, structural plan, Layout, No Objection Certificate, Sanction Letter from Rajpur - Sonarpur Municipality, etc shall form part and parcel of this Agreement.
2. That the Second Party / DEVELOPER shall indemnify and keep indemnified the First Party / OWNER from the effect and consequences of any breach or violation on its part in fulfilling obligations under any law or any other contract in connection with the Said Land and / or Building to be constructed on the Said land.
3. The Second Party/ DEVELOPER shall not handover possession of any flat of DEVELOPER'S allocation to anyone before delivery of possession of the First party's / OWNERS share to the OWNERS in full satisfaction within the stipulated period. The owner shall have right to inspect the procedure of construction of proposed building and her allocated portion in the proposed building by herself or by her nominated person for which the developer must cooperate of every enquiry of the owner.
4. That the Second Party / DEVELOPER shall complete the construction of the multistoried building in all respects

entirely at its cost, risk and responsibility within 30(thirty) months from the starting of construction after getting sanction plan from Rajpur - Sonarpur Municipality. However, if the Second Party is prevented in completing the project within the stipulated time of 30 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of three months on such further terms and conditions as may be mutually agreed upon between the First and Second Party.

5. That at the request of the First Party / OWNERS, the building will be named "**UDBODHAN**" which may be prefixed or suffixed with any word as deemed fit by the Second Party / DEVELOPER but with consent of the OWNERS.
6. That the Second party / DEVELOPER shall not do or cause to be done any works / acts or things which may cause disturbance / annoyance / enmity with the neighbors. In case of any disagreements, the DEVELOPER shall resolve the issue bilaterally through mutual discussions with them without involvement financial or otherwise of the First Party / OWNER.
7. That the Second party / DEVELOPER shall develop the Said Land and construct the G+IV storied residential cum Commercial building entirely at his cost in accordance with the plan sanctioned by Rajpur - Sonarpur Municipality.

8. That the entire responsibility for construction of the Ownership building, i.e. payment of construction permission from the Rajpur - Sonarpur Municipality, to prepare site plan and for making or selling of such flats and selection of parties, etc. shall be exclusively made by the Second party / DEVELOPER.
9. The Developer after completion of the Building shall obtain completion certificate in respect of the Building from the Rajpur - Sonarpur Municipality within the said stipulated period.
10. After obtaining Municipal completion certificate for completion of job, from Rajpur - Sonarpur Municipality the developer should handover the copy of said certificate to the owner unconditionally.
11. The Developer hereby agrees and covenants with the Owner not to deviate any of the provisions or rules applicable for construction of the said Building.
12. During the construction phase, all expenses including electricity charges, water charges, municipal taxes, etc will be borne by the DEVELOPER. The DEVELOPER shall also adequately insure the building at its cost against all possible risks till the OWNERS allocation is registered in the names of the OWNERS or its nominees at costs by the Developer.
13. That the Developer shall arrange a 3BHK flat or one floor in a residential house for land owners as shifting till handing

over the owner's allocation. The Developers at their own cost dismantle the existing structure of the said land and the owner has no demand / claim in the said dismantle of the existing structure.

14. That the land owner shall have no liability to pay any taxes and outgoings in respect of the developer's allocation.

ARTICLE: "V"

(DEVELOPER'S RIGHTS)

1. In consideration of the Developer having agreed to construct, effect and complete a new Building of first class construction as per agreed specification on the said LAND in accordance with the plan sanctioned by the Rajpur-Sonarpur Municipality at its own costs and sole liability and responsibility and in further consideration of the Developer having agreed not to charge towards construction of Owner's allocation as provided hereinafter, the Owners have agreed to grant exclusive right to development of the said premises on the terms and conditions hereinbefore and hereinafter appearing.
2. The Developer acting on behalf of and as Attorney of the Owner shall at the exclusive cost of the Developer from time to time submit the Building Plan sanctioned by the Rajpur-Sonarpur Municipality to any other Authority for clearance or approval of the plan or may or shall be required for the construction of the Building on the said premises. The Developer shall cause at its own costs and