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Certified that the Endorsement
Sheet and the Signature Sheet's
attached to the documents
are part of the document.

District Sub-Registrar-II
Purba Bardhaman

13 JUL 2023

DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT FOR
BUILDING CONSTRUCTION is being made on this the
12th day of July in the year Christ Two Thousand Twenty-
Three (2023).

BETWEEN

1. NIVA SAHA ROY, (PAN-EIGPS1539L), Wife of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, by occupation Housewife, residing at Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bangal,
2. BIJON SAHA ROY, (PAN-ASSPS5894C), son of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, residing at Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bangal,
3. RATHIN SAHA ROY, (PAN-BSGPS7851A), Son of Late son of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, residing at Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bangal,
4. SUDIP SAHA ROY, (PAN-ALEPR0134M), son of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, residing at Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bangal,

Hereinafter called the **LAND OWNERS** (which expression unless excluded by or repugnant to the context shall include their respective legal heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART**.

AND

"BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVET LIMITED" (PAN-AALCB5831C), having its Regd. Office at 7, Yasin Road, Parkas Road, P.O. & P.S. - Burdwan, Dist - Purba Bardhaman, Pin- 713101, West Bengal, represented by Directors 1. Md. Yeas Arun Mondal, (PAN-AKZPM4620R), S/O- Lt. Joyanal Mondal, by Nationality Indian, by caste Muslim, occupation Business, resident of Chaugharia, Khalishpur P.S.- Memari, Dist- Purba Bardhaman, Pin-713422, West Bengal, 2. FARIDA PARVIN, (PAN-ALXPP9335K), W/O - Sufi Md. Abdul Monem, by

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Nationality Indian, by caste Muslim, occupation - Business, resident of Md. Yasin Road, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin- 713101, West Bengal, 3. **TANJIM HOQUE**, (PAN- BGLPH4903B), S/o Nazmul Haque, by Nationality Indian, by caste Muslim, occupation Business, resident of Paraj, P.O.- Paraj, P.S.- Galsi, Dist-Purba Bardhaman, Pin- 713403, West Bengal, 4. **SUFI MD ABDUL MONEM** (PAN- AKAPM3247R) S/o Sufi Md Abdul Karim, by Nationality Indian, by caste Muslim, occupation - Business, resident of Laskardighi Paschim par, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin- 713101, West Bengal, 5. **SK FIROJUDDIN MOLLAH** (PAN-BRQPM2948M), S/o Sk Samsuddin Mollah, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Kolupukur, P.O. - Hatni, Dist. - Hooghly, Pin- 712134, West Bengal, 6. **ALKA YASMIN** (PAN - AHRPY8794M) W/O Ziaur Rahaman by Nationality Indian, by caste Muslim, Occupation - Business, resident of Sekedda (Monahari Para), P.O. - Makdamnagar, Dist. - Birbhum, Pin- 731216, West Bengal, 7. **SK RAHAMAT ALI** (PAN EGLPA8232D), S/o Sk Owshed Ali, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Panchrakhi, P.O. - Panchrakhi, P.S.- Kalna, Dist. - Purba Bardhaman, Pin- 713157, West Bengal, 8. **ARSHIARA BEGUM** (PAN - CQWPB9835J), W/o Iniyat Hossain, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Purbaharam Dangapara, P.O. - Natunganj, P.S.- Bardhaman, Dist. - Purba Bardhaman, Pin- 713102, West Bengal, 9. **SYED ALI AZFAR** (PAN - BBNPS1817A), S/o Ashraf Ali Syed, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Goda Bandh para, P.O. - Lakurdi, P.S.- Bardhaman, Dist. - Purba Bardhaman, Pin- 713102, West Bengal, 10. **SABNAM YASMIN** (PAN - ANPPY1526K), D/o Syed Badruddoza, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Goda sahidtala, P.O. - Lakurdi, P.S.- Bardhaman, Dist. - Purba Bardhaman, Pin- 713102, West Bengal, 11. **NASIMA BEGUM** (PAN - DYLPB7683G), W/o Anarul Haque Mondal, by Nationality Indian, by caste Muslim, Occupation - Business, resident of

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Pafuri, P.O. – Papuri, P.S.- Nanoor, Dist. – Birbhum, Pin- 731240, West Bengal, 12. SUSMITA KARMAKAR (PAN – DCUPK6436F), D/o Bivash Karmakar , by Nationality Indian, by caste Hindu, Occupation - Business, resident of Tirol, P.O. – Tirol, Dist. – Hooghly, Pin- 712602, West Bengal, hereinafter shall be called and referred to her as the **“DEVELOPER / BUILDER”** (which term of expression shall unless excluded by or repugnant to the context, be deemed to mean and include executors, successors / successors-in-office, administrators, legal representatives, nominees, and/or assigns) as the party of the **OTHER PART.**

WHEREAS THE Bimalendu Saha Roy i.e. predecessor of parties of the one part of this agreement purchased the property from Kalidasi, comprising to R.S. Khatian No. 25, R.S. Plot No 53, L.R. Khatian No. 2585, 2586, 2587, 2588, L.R. Plot No. 53, J.L. No. 78, Mouza – Gopal Nagar, class Bastu area 12 decimal, Police Station- Burdwan, District - Purba Bardhaman by way of sale Deed No. 1903 for the year 1967 registered in Book No. 1, Volume No. 19 Page No. 51 to 52 registered before Sadar Joint Sub Register, Burdwan, which are morefully stated here under as **Schedule**, and as such became the absolute owner of the property measuring 12 decimal, all that piece and parcel of land and has been enjoying the same peacefully without any interruption or litigation and fully enjoying the property with free from all encumbrances by paying the rent and taxes regularly to the concerned authority from time to time by recording his name in the L.R. record of right.

AND WHEREAS Purnendu Saha Roy (now deceased) died intestate on 20th January in the year 2021 leaving behind his wife Niva Saha Roy and Three Sons namely Bijan Saha Roy, Rathin Saha Roy and Sudip Saha Roy, as his legal heirs and they became, the Joint absolute owner of the Land being L.R. Khatian No. 2585, 2586, 2587, 2588, L.R. Plot No. 53, Measurement 12 Decimal, Classification Bastu, J.L. No. 78, Mouja- Gopal Nagar, P.S.- Burdwan, Dist.- Purba Bardhaman and they have mutated their name under L.R. Khatian No. 2585, 2586, 2587, 2588 respectively, and as such became

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the joint absolute owner of the below schedule property measuring 12 decimal be the same, a little more or less of all that piece and parcel of land and has been enjoying the same peacefully without any interruption or litigation and fully enjoy the entire property with free from all encumbrances by paying the rent and taxes regularly before the concerned authority from time to time.

AND WHEREAS the owners herein are desirous to construct a multi-storied building on the said land but due to paucity of fund and / or lack of experience in construction work have approached the Developer herein with a proposal for construction work and have approached the Developer herein with a proposal to construct a multi-storied building on the said land in accordance with the sanctioned plan to be sanctioned by the appropriate authority consisting of several flats and other units.

AND WHEREAS the party of the second part agreed to develop and/or Construct building upon the schedule property below and the parties agreed to bind themselves on some terms and conditions to avoid further difficulties and complications.

AND WHEREAS with view to develop the same, by erecting a Multistoried building, Niva Saha Roy, Bijan Saha Roy, Rathin Saha Roy and Sudip Saha Roy (Land Owners) entered into a memorandum of understanding with the New Dream House Construction, A partnership Firm subsequently, converted in PRIVET LIMITED Company in the name and style of Burdhaman Dream House Construction PRIVET LIMITED Developer herein under Certain terms and condition mentioned therein.

AND WHEREAS having come to learn about the said intention of the land owner herein, the DEVELOPER herein, Burdhaman Dream House Construction PRIVET LIMITED Previously New Dream House Construction, being interested person to develop the said property approached the land owner, and after several discussions held with the Land

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Owner and the DEVELOPER, has proposed to undertake the Project under certain Terms & Conditions.

AND WHEREAS being satisfied about the offer so made by the DEVELOPER herein and also about its credential, the LAND OWNERS have agreed to develop the said property through the present DEVELOPER herein and has accepted the proposal of the DEVELOPER under certain Terms and Conditions.

AND WHEREAS the aforesaid LAND OWNERS have agreed to appoint and authorize the DEVELOPER for developing the property more fully described in the Schedule, hereunder written by making construction of the proposed multistoried building comprising several flats / units / parking spaces etc.

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the parties hereto as follows;

ARTICLE: I DEFEINITION

1.1. OWNERS: OWNERS shall mean

1. NIVA SAHA ROY, (PAN-EIGPS1539L), Wife of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, by occupation Housewife, residing at Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bangal,

2. BIJON SAHA ROY, (PAN-ASSPS5894C), son of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, residing at Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bangal,

3. RATHIN SAHA ROY, (PAN-BSGPS7851A), Son of Late son of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, residing at

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Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bengal,

4. SUDIP SAHA ROY, (PAN-ALEPR0134M), son of Late Bimalendu Saha Roy, by nationality Indian, by caste Hindu, residing at Natunpally, Adi Kalibari, Burdwan, P.O. & P.S. -Burdwan, District- Purba Bardhaman, Pin- 713101, West Bengal,

1.2. DEVELOPER: DEVELOPERS shall mean

"BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVET LIMITED" (PAN-AALCB5831C), having its Regd. Office at 7, Yasin road. Parkas Road, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin- 713101, West Bengal, represented by Directors **1. Md. Yeas Arun Mondal, (PAN-AKZPM4620R)**, S/O- Lt. Joyanal Mondal, by Nationality Indian, by caste Muslim, occupation Business, resident of Chaugharia, Khalishpur P.S.- Memari, Dist- Purba Bardhaman, Pin-713422, West Bengal, **2. FARIDA PARVIN, (PAN-ALXPP9335K)**, W/O – Sufi Md. Abdul Monem, by Nationality Indian, by caste Muslim, occupation - Business, resident of Md. Yasin Road, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin- 713101, West Bengal, **3. TANJIM HOQUE, (PAN- BGLPH4903B)**, S/o Nazmul Haque, by Nationality Indian, by caste Muslim, occupation Business, resident of Paraj, P.O.- Paraj, P.S.- Galsi, Dist-Purba Bardhaman, Pin- 713403, West Bengal, **4. SUFI MD ABDUL MONEM (PAN-AKAPM3247R)** S/o Sufi Md Abdul Karim, by Nationality Indian, by caste Muslim, occupation - Business, resident of Laskardighi Paschim par, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin- 713101, West Bengal, **5. SK FIROJUDDIN MOLLAH (PAN-BRQPM2948M)**, S/o Sk Samsuddin Mollah, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Kolupukur, P.O. – Hatni, Dist. - Hooghly, Pin- 712134, West Bengal, **6. ALKA YASMIN (PAN - AHRPY8794M)** W/O Ziaur Rahaman by Nationality Indian, by caste Muslim, Occupation - Business, resident of Sekedda (Monahari Para), P.O. – Makdamnagar, Dist. - Birbhum, Pin-

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731216, West Bengal, 7. **SK RAHAMAT ALI (PAN EGLPA8232D)**, S/o Sk Owheh Ali, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Panchrakhi, P.O. - Panchrakhi, P.S.- Kalna, Dist. - Purba Bardhaman, Pin- 713157, West Bengal, 8. **ARSHIARA BEGUM (PAN - CQWPB9835J)**, W/o Iniyat Hossain, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Pirbaharam Dangapara, P.O. - Natunganj, P.S.- Bardhaman, Dist. - Purba Bardhaman, Pin- 713102, West Bengal, 9. **SYED ALI AZFAR (PAN - BBNPS1817A)**, S/o Ashraf Ali Syed, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Goda Bandh para, P.O. - Lakurdi, P.S.- Bardhaman, Dist. - Purba Bardhaman, Pin- 713102, West Bengal, 10. **SABNAM YASMIN (PAN - ANPPY1526K)**, D/o Syed Badruddoza, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Goda sahiddala, P.O. - Lakurdi, P.S.- Bardhaman, Dist. - Purba Bardhaman, Pin- 713102, West Bengal, 11. **NASIMA BEGUM (PAN - DYLPB7683G)**, W/o Anarul Haque Mondal, by Nationality Indian, by caste Muslim, Occupation - Business, resident of Pafuri, P.O. - Papuri, P.S.- Nanoor, Dist. - Birbhum, Pin- 731240, West Bengal, 12. **SUSMITA KARMAKAR (PAN - DCUPK6436F)**, D/o Bivash Karmakar, by Nationality Indian, by caste Hindu, Occupation - Business, resident of Tirol, P.O. - Tirol, Dist. - Hooghly, Pin- 712602, West Bengal,

1.3. PREMISES

ALL THAT piece and parcel of land having R.S. Khatian No. 25, R.S. plot No. 53, L.R. Khatian No. 2585, 2586, 2587, 2588, L.R. Plot No. 53, J.L. No. 78, Mouja - Gopal Nagar, class Bastu, area 12 Decimal, Police Station- Burdawn, District - Purba Bardhaman with all sorts of easement rights attached to the said land within Baikanthapur -II Gram Panchayat butted and bounded as follows: -

North : 15 ft wide existing road

South : plot No. 53 (P)

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East : plot no. 51

West : plot No. 54

1.4. BUILDING:

Shall mean the proposed multi-storied building to be sanctioned by the Concerned Panchayat constructed at the said premises with necessary additional structures in accordance with the plan/ plans to be sanctioned by the Baikanthapur - II Gram Panchayet and other Appropriate Authority or Authorities for construction of residential flats, block, apartments, units, parking space etc.

1.5. BUILDING PLAN:

Shall mean duly sanctioned plan/drawing of the proposed multi-storied building to be constructed on the said Premises, after leaving 2.5 mtrs space to widen the existing road in the northern side of the premisses for getting more height of the new building in the sanctioned plan, to be prepared by the Architect and after being verified and accepted by the OWNERS to be submitted before the Panchayat and/or any other Authority as may be required under the law for its/ their approval and/or sanction for the purpose of making construction on the said premises in accordance with such Plan and/or with such alterations, modifications, addition etc thereof as may be mutually agreed by the OWNER and the DEVELOPER and approved/ sanctioned by the concerned Authority.

1.6. COMMON FACILITIES & AMENITIES:

Shall mean corridors, alt ways, stairways, lift, passage, pump room, tube well, overhead tank, other water reservoir, water pump and motor, water distribution line and other spaces and/or and other facilities provided by the DEVELOPER which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and /or management of the proposed building in Common.

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1.7. SALEABLE SPACE:

Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the spaces required thereof.

1.8. TRANSFER:

With its grammatical variations shall mean and include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried building to the purchasers and will include the meaning thereof under the extant Laws.

1.9. TRANSFEREE:

Shall mean the persons, limited company, association of persons to whom any space in the building has been transferred.

1.10. WORD IMPARTING:

Singular number shall include plural and vice versa, masculine gender shall include feminine and neutral genders, likewise words imparting feminine genders shall include masculine and neutral genders and similar words imparting neutral gender shall include masculine and feminine gender.

1.11. ARCHITECT:

Shall mean any technically experienced qualified person or persons of Firm or Firms to be appointed by the DEVELOPER as Architect of the said Building to be constructed on the said Premises.

1.12. CONSTRUCTED SPACE:

Shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities.

1.13. COVERED AREA:

Shall mean the area of the said Unit/ Flat/ Parking Space including the Bathrooms and Balconies and also thickness of the Walls and Pillars which

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includes proportionate share of the Land area of the common portions PROVIDED THAT if any wall be common between two Units / Flats/ Parking Space then one half of the area under such wall shall be included in each Flat.

1.14. UNDIVIDED SHARE:

Shall mean the undivided proportionate share in the land attributable to the each Flat / Unit/ Parking Space comprised in the said Holding and the common portions held by and for here in agreed to be sold to the respective Purchaser and also wherever the context permits.

1.15. FLAT/UNIT:

Shall mean the flats and or other space or spaces intended to be built and or constructed and or covered area capable of being occupied.

ARTICLE II: COMMENCEMENT

That this agreement shall be commenced on and from the date of execution of this agreement.

ARTICLE III

OWNER'S RIGHT & REPRESENTATION

3.01. The OWNERS hereto are absolutely seized and possessed of and / or well and sufficiently entitled to ALL THAT piece and parcel of land having R.S. Khatian No. 25, R.S. plot No: 53, L.R. Khatian No. 2585, 2586, 2587, 2588, L.R. Plot No. 53, J.L No. 78, Mouja – Gopal Nagar, class Bastu, area 12 Decimal, Police Station- Burdawn, District - Purba Bardhaman with all sorts of easement rights attached to the said land within Baikanthapur –II Gram Panchayat.

3.02. The said premises is free from all encumbrances, charges, lien, independence, attachment, trust, acquisition requisition whatsoever or howsoever subject to what have been stated herein before and hereinafter.

3.03. No part of the said premises is subject to any order of acquisition or requisitions. The said properties and/or premises have not been subject to

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any notice of attachment under Public Demands Recovery Act due to non-payment of Income Tax and Govt. authority dues or any statutory dues whatsoever by or however.

3.04. The said premises does not belong to any public work or for any private work and/ or does not belong to any temple, church, mosque or under any Trust, Private or Public or any endowment.

3.05 That there is no outstanding liability and no civil suit pending and also no injunction order against the land owner in respect of the said Premises and if found any in future, that shall be met up by the OWNERS and for that reason if construction work has been stopped then for said stopping of construction work owner will prove all losses.

3.06 The OWNERS shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the DEVELOPER, after delivery of possession to the owner by the developer.

ARTICLE IV

DEVELOPER'S RIGHT & REPRESENTATION

The developer shall have authority to deal with the premises in terms and agreement or negotiate with any person or persons or enter into any contract or agreement take any advance only against their allocation.

4.1 The developer shall be allowed to amalgamate the said premises with the adjacent plot of land for the purpose of better improvement and utilization and more purposeful use of those plot of land / premises by dint of deed of amalgamation or any other appropriate indenture.

4.2 The owners hereby grant permission, subject to what have been hereunder provided, exclusive rights to the developer to build new building upon the said premises in accordance with the plan sanctioned by Baikanthapur - II Gram Panchayat or appropriate authority in the name of the owners with any amendment and / or modification thereto made or

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caused to be made by the parties thereto with the approval of the said authority.

4.3 All applications, plans and other papers documents that may be required by the developer for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the Developer on behalf of the owners and the owners shall sign all such plans, Application, other papers and documents as and when necessary and all costs expenses including plan sanction costs will be borne by the Developer, but the cost of mutation, conversion, municipal mutation, separation, arrear municipal tax if any and khajna will be bourn by the land owners.

4.4 That the Developer shall carry total construction work of the proposed building at his own costs and will take the sale proceeds of Developer's allocation exclusively.

4.5 Booking from intending purchasers for Developer's allocation will be taken by the Developer and the agreement with the intending purchaser will be signed in its own names on behalf of the Owners as Power of Attorney Holder.

4.6 The selling rate of the Developer allocation will be fixed by the Developer without any permission or consultation with the Owners. The profit and loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owner's allocation on accounts of loss or vice versa on account profit from Developer's allocation.

4.7 Developer is empowered to collect consideration money from the sale of Developer's allocation from the intending purchasers and issue money receipt in their own names and more over take advance and full and final consideration from the intending purchasers for Developer's allocation only.

4.8 On completion of the proposed building when the flats are ready for giving possession to the intending purchasers letters will be signed by the Developer as the representatives and Power of Attorney holder of the

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Owners also will sign as confirming party, if needed. The Developer on behalf of and as representatives and registered Power of Attorney Holder of the Owners will sign the Deed of Conveyance of the flats/units/parking space etc of developer's allocation.

4.9 All Construction costs will be borne by the Developer. No liability on account of construction cost will be charged from Owner's allocation.

ARTICLE-V: OWNER'S OBLIGATION

5.1. That the One Part/land owner shall provide all valid and updated documents in original and company will give receipt but will be return back after completion of project related with the title of the aforementioned land to the Developer/ Other Part and shall handover the physical possession of the schedule property including entry exit road / Passage below to the Developer immediately from execution of this agreement hereof who shall take all measures to undertake constructions works of the proposed multi storied building structure with their own costs and expenses upon the land of the One Part/land Owner including entry and exit way and passage road of below as per Building sanctioned plan to be obtained from the concerned panchayat by the developer.

5.02 The LAND OWNERS, both 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 proposed building at the said premises in favour of the intending buyers of flats / apartments/ units in the said building.

The LAND OWNERS further give undertaking for and on behalf of their agents, servant's representatives for similar act at their own liability and responsibility. The clause will be applicable subject to fulfilment of all terms, conditions and their responsibilities and obligations by the DEVELOPER as mentioned in this agreement.

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5.03 The LAND OWNERS do hereby agrees and covenant with the DEVELOPER not to sell, let out, grant, lease, mortgage and / or charge or part with possession of the said Premises or any portion thereof without the consent in writing of the DEVELOPER herein from the date of registration of this agreement.

5.04. The DEVELOPER herein shall built up boundary wall surrounding the "A" schedule of property with their own cost and both the parties herein shall make Settlement, Mutation and local authority mutation in the name of the Owners herein, if required, at the DEVELOPER'S Cost.

5.05. It is mutually agreed between the OWNERS and the DEVELOPER that the completion period of construction of the proposed multi storied (as to be appropriate) shall be 36 (thirty-six) months from the date of approved plan/ drawing for residential units of the said premises by the OWNERS to the DEVELOPER. This period may be extended by 1 (One) year if necessary due to force majeure, in residential unit.

5.6. The land Owner shall sign the necessary documents to enable the Developer to obtain all necessary permissions and sanctions as may be required to develop the building at the property. The land owners have consented to leave 2.5 mtrs space to widen the road in the northern side of the premisses for getting more height of the new building in the sanctioned plan.

5.7. The land Owners agree to execute, sign and deliver the document which might be required for conveying second floor and forth floor of the said property in favour of the intending purchaser or nominee of Developer as a confirming party when the construction has been completed by the Developer and owners allocation has been handed over to the land owner. It is hereby specifically mentioned and agreed that the Owners shall not claim any remuneration for execution of the aforesaid documents and all the expenses whatsoever for the transfer of the second floor and forth floor of

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the said property shall be borne and paid by the Developer/ his nominee(s) /intending purchaser(s).

5.8 That the land owners shall execute power of attorney(s) in favour of the Developer, within 15 days from the date of execution of this development agreement, for submitting the applications, requisitions to the various authorities for obtaining permission, approvals, sanctions, allotment of building or other materials and concerning other matters required statutorily to be done and required in connection with the construction and completion of the said garage, dwelling units/ floors on the said property. However the Developer undertakes not to cause to be done any act deed or thing which may in any way misuse, contravene any rule, law or regulation or to misuse the powers which may be conferred upon the Developer by the Owners to construct super structure as stated herein above on the land beneath the said building as per agreement.

5.09 The OWNERS for the purpose of this Development Agreement shall be duty bound to empower the DEVELOPER herein for running and smooth completion of the construction by executing a "Registered Power of Attorney" in favour of the DEVELOPER soon after registration of these presents and the OWNERS shall also be under obligation not to cancel or revoke the said "Power of Attorney" and this "Registered Agreement" unless the entire project is completed or violation of the terms & condition of the contract and/or the agreed DEVELOPERS allocation is lawfully disposed off and handed over to the prospective transferees. The clause will be applicable subject to fulfilment of all terms, conditions and the responsibilities and obligations by the DEVELOPER as mentioned in this agreement.

5.10 The OWNERS shall include clauses in the said Power of Attorney, to empower the DEVELOPER to sell the DEVELOPER'S share and deliver possession thereof and at the same time handing over the allocation of the OWNERS by the DEVELOPER. This power of Attorney also shall continue

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to be in force till the DEVELOPER disposes of its entire allocations. The clause will be applicable subject to fulfilment of all terms, conditions and their responsibilities and obligations by the DEVELOPER as mentioned in this agreement.

5.11. The OWNERS herein undertakes not to take any private loan or bank loan and not to create any kind of charges or mortgages including that of equitable mortgage by depositing the Title Deeds of the said premises/ land or any portion thereof at any time during the subsistence of this agreement.

5.12. The OWNERS hereto agree that as the DEVELOPER shall make the construction of the said proposed building exclusively at their own costs, arrangement and without having any financial participation and/ or involvement on the part of the OWNERS hereto the OWNERS, henceforth, for all times to come shall not raise any claim and/or press for any other consideration other than that specified Owner's allocation herein either from the DEVELOPER or from its Partners, and the DEVELOPER shall be at liberty to receive any amount from any purchaser/purchasers in their own name and to appropriate the said proceeds of the flats/ units/ apartments, garages, car parking space of the said building of the DEVELOPER'S allocation at their sole discretion without having any attachment and/or share thereon of the OWNERS hereto.

5.13. That the OWNERS or the intending buyers of Owner's Allocation herein agreed to pay necessary amount for installation of their necessary electric meters and connection in their allocated portion/ flat in the said proposed multi-storied building, alongwith the proportionate share of cost for other facilities for each Flat.

5.14. The OWNERS hereby agree and undertake not to cause any interference or hindrance in the work of construction of the building on the said property by the DEVELOPER.

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5.15. That the land Owner gives license and permission to the Developer to enter upon the said **Schedule A** property with full right and authority to commence, carry on and complete development thereof, in accordance with the permission & terms herein mentioned. The developer will employ his workers, associates and other persons for smooth completion of the building. The land owners will fully co-operate with the developer in default developer will carry on and complete the project by virtue of development power of attorney and the land owners consented to that.

5.16. That except as herein before provided, the Owners shall not interfere with or obstruct in any manner with the construction work for the said project. However, the Owners or their nominee or nominees shall have free hand and unfettered access to the construction site at all reasonable time and they shall be free to point out any defect to the Developer or their agents or administrations and consult with the engineer for rectification of such defective construction, workmanship or use of inferior materials.

5.17. The original development agreement and development power of attorney will remain with the developer company and certified copy of the same will be delivered to the land owners.

5.18. Any expenditure which should be bourn by the land owners but has been paid by the developer company shall be refunded by the land owners on production of voucher along with security money.

ARTICLE VI: DEVELOPER'S OBLIGATIONS

6.1. That the Other Part/ Developer shall undertake construction work of multi building structure as to be sanctioned with their own costs and expenses upon the land of the One Part/land owners below and if further building plan is permissible over the said construction then further construction will be continued as per share ratio of Owner and Developer.

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6.02. The DEVELOPER has agreed to build the said proposed building at their own cost and expenses and the OWNERS shall not be required to contribute any sums towards the construction cost and for any other purpose of the said building or buildings to be constructed on the said premises except lift, generator, electric transformer, common water reservoir on the roof, tiles on the common passage and other necessary expenditure for better improvement of the complex which will be borne proportionately by the individual flat owners.

6.03. The DEVELOPER doth hereby agrees and covenants with the OWNERS to completion period of construction of the proposed multi storied building shall be 36 (thirty six) months from the date of approved plan / drawing for residential units of the said premises by the OWNERS to the DEVELOPER. This period shall be extended by 1 (one) year, if necessary due to cogent reason.

6.04. The DEVELOPER hereby agrees and covenants with the OWNERS not to violate or contravene any of the provision of extant law, bye-laws, and rules of the Central or State Government or Local Authorities including the law and rules regarding Structural Safety, Fire Safety, Soil Stability, Electrical Installation, Ground Coverage, Civil Engineering and other scientific parameters accepted and established under law for construction of the said building.

6.05. The DEVELOPER covenants that the DEVELOPER shall be liable to ensure construction by using quality materials and employing duly qualified and experienced Architects and Engineers and employing trained workmen. In the event of any defect or deficiency in the construction or the used materials, the DEVELOPER will be responsible to cure and correct the same in consultation with the engineers and if there arises any liability, the DEVELOPER shall solely bound to meet the same.

Cont

6.05(a). That the Other Part/ DEVELOPER shall use first class and good quality of raw materials for the purpose of new proposed construction which will be available in the market.

6.06. The DEVELOPER hereby agrees and covenants with the OWNERS not to do any act deed or things whereby to prevent the OWNERS from enjoying selling, assigning and/or disposing of any of the OWNERS Allocation in the building of the said premises, after delivery of possession to the owner by the developer.

6.07. The DEVELOPER doth hereby agrees an covenants that he will hand over the peaceful possession of complete residential flat as per the specification mentioned in the Schedule hereunder written as Owner's Allocation within 36 (Thirty Six) months, from the date of sanctioned plan of the said project, or after issuance of completion certificate, which one is earlier.

6.08. That the entire cost of construction of the new building including cost of material, labour and the charges for time extension for construction from the concerned Authority on above said plot and expenses for clearance from the competent authority and fee of the architect and others charges shall be borne and paid by the Developer.

6.09. That the Developer shall start construction work within 6 months from the date of sanction of building plan and complete the entire construction work within a stipulated time for residential unit. Otherwise, this Development agreement shall be cancelled in accordance with law and owners will take step according to law or after mutual understanding.

6.10. That the building shall be completed and finished in all respects of residential unit within 36 (Thirty Six) months from the date of sanction of building plan and the One Part/land owners allocation /share will be handed over to them within 3 months from the date of issuance of completion certificate of the said building or within 36 (Thirty Six) months , which one

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is earlier and during the said period the Developer shall not stop the said construction work more than consecutively 41 days at a time, except for reasons beyond Other Part's control such as strikes, war, riots and natural calamities and due to any unforeseen circumstances like drastic changes in laws and hindrance caused by concerned authorities or any civil suit, injunction order against the party/ property .

6.11. If the Developer fails to complete building and fails to deliver the possession of the complete building to the owners within stipulated period then this Development agreement will be cancelled in accordance with law, and the Owners are free to transfer or handover to the third party their proportionate share only for any purpose.

6.12. That the DEVELOPER shall have no right to create any encumbrance over the said Premises. The Developer cannot lien and/or mortgage or otherwise encumber the said owners allocation of the newly constructed building for the purpose of raising fund for construction of building or meeting any expense to be met by the DEVELOPER under this agreement or for any other purpose at any stage of the construction.

6.13. All construction costs including the cost of destruction of existing structures on the said Premise and removal of trees will be borne by the DEVELOPER. The debris after excavating/ demolition shall be disposed of by the DEVELOPER at its own cost. The proceeds, if any, upon disposal of debris, shall be taken by the DEVELOPER. No liability on account of construction cost will be charged from the OWNERS or from the OWNERS' allocation. It is made clear that any expenditure before commercing construction work except sanction of site plan and building plan and which is specifically said in this Development Agreement, will be borne by the owners of the Land.

6.14. That the Developer hereby agrees that they shall keep the parties of the One Part/ owners. indemnify and harmless against all third party claims or actions arising out of any act or commission on the part to the Other Part/

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Developer, its agents, men, or labours during the construction of the proposed building.

6.15. That the Developer shall not affect the right of the owners of the said Schedule A property and shall also keep the property free from all sorts of encumbrances till the completion and handover of the owners allocation.

ARTICLE-VII:APARTMENT CONSIDERATION

7.01. The OWNERS having agreed to grant exclusive right for developing the said premises in term of these presents the DEVELOPER has agreed, undertaken to build the said building at its own costs and expenses and the OWNERS shall not be required to contribute any sum towards construction of the said building and or development of the premises at any stage. It is hereby made clear that the DEVELOPER shall after completion of the construction of the said project in all respect including obtainment of Occupancy Certificate from the competent authority as may be needed under the law, deliver the possession of the OWNERS' allocation as provided herein at the aforesaid building.

7.02 The DEVELOPER has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purposes of development of the said premises and/ or this development agreement and such consideration which are as follows:

- a) Space allocation to the OWNERS.
- b) Costs, charges and expenses incurred for destruction of old structure, removal of debris, construction, erection and completion of the said new building at the said premises.
- c) Costs, charges and expenses account of causing the plan or map prepared for the purpose of obtaining sanction by the Panchayat.
- d) Cost, charges and expenses incurred for installation of engines, machines if any and also sewerage, drainage and other connections.

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- e) Fees payable to Architect and the Engineers as also fees payable to the panchayat for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water Connection.
- f) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
- g) Cost of supervision of construction including the OWNERS allocation of the said premises.

ARTICLE - VIII: OWNERS ALLOCATION

8.01 The OWNERS herein shall be entitled to get 40%, which will be devolved among the land owners proportionately as per their area of land in the multi storied building proposed to be constructed as per building plan sanctioned by the Baikanthapur-II Gram Panchayat TOGETHER WITH undivided proportionate share in the land comprised in the said premises and the common areas and facilities of the proposed multi-storied building and its appurtenances. Each land owners is entitled to get his allocation of flat constructed on his land only. Entire construction will be made as per plan sanctioned by the concerned authority.

The parameters of calculating such percentage shall be same for both the OWNERS and Developers.

ARTICLE IX: DEVELOPER'S ALLOCATION

9.01 The DEVELOPER herein shall be entitled to get 60% in the multi storied building proposed to be constructed on the said Premises according to the building sanctioned plan of Baikanthapur – II Gram Panchayet, or appropriate authority TOGETHER WITH undivided proportionate share in the land comprised in the said Premises and the common areas and facilities of the proposed multi-storied building and its appurtenances and the DEVELOPER after providing the OWNERS' allocation shall enjoy absolute

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right over the DEVELOPER'S ALLOCATION including the right to enter into agreement for sale with intending purchaser/ purchasers and [or Lease or let out, or transfer in any other manner in accordance with law. In the event of sanction of plan for multi building, Developer's Allocation flat area will be determined after issue of building plan from Baikanthapur – II Gram Panchayet or appropriate authority after excluding owner's allocation in that floor, along with proportionate common areas, facilities and land. The parameters of calculating such percentage shall be same for both the OWNERS and DEVELOPERS.

ARTICLE-X: SPACE ALLOCATION

10.01 After completion of the building the Owner shall be entitled to obtain physical possession of the Owner's allocation, to extend of their 40% flat as land owner's allocation. The balance constructed area of the said building shall belong to the Developer.

10.02 Subject as aforesaid and subject to Owner's allocation including undivided proportionate right title and interest in Common facilities and amenities and common portion of the said building and the open space, remainder shall exclusively belong to the DEVELOPER herein.

The roof of the said subject multi-storied building will commonly used by the flat OWNERS.

ARTICLE-XI: BUILDING

11.01 The DEVELOPER shall at the DEVELOPER's own cost construct erect and complete the building at the said premises in accordance with the sanctioned plan. it may be modified and altered time to time as per sanctioned plan, with such materials and with such specifications as are mentioned in the Schedule hereunder written and as may be recommended by the Architect/ Engineer from time to time. DEVELOPER shall always use the standard quality materials.

11.02 The DEVELOPER shall erect the said building at the DEVELOPER's own costs and shall also install standard New Pump Set, or deep tube well

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overhead reservoir, electric wirings, and all other equipments, facilities as are required to be provided in a residential building and self-contained apartment constructed for sale as flats, garage and / car parking space herein on ownership basis. and as mutually agreed by the decision of the DEVELOPER.

11.03 The DEVELOPER shall be authorized in the name of the OWNERS in so far as it is necessary to apply for and obtain quotes, entitlements and other allocation or for cement, all types of steels, bricks other building materials and accessories allocable to the OWNERS for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, drainage, sewerage, electricity and/ or other facilities if and as available to the new building and the imputes and facilities required for the construction or enjoyment of the building from cost of the DEVELOPER for which purpose necessary clauses to be incorporated in the OWNERS has to register Development Power of Attorney in favour the DEVELOPER as stated in 5.06 and 5.07 above.

11.04 The DEVELOPER shall at its own costs and expenses and without creating any financial or other liability to the OWNERS, construct and complete the said proposed building and various units and/or apartments therein.

11.05 All costs, charges and expenses including architect's fees shall be discharged and paid by the DEVELOPER and the OWNERS will have no responsibility in this context to the Architect.

11.06 The charges for installation of transformer shall be borne by the DEVELOPER or intending buyers and the charges of individual meters for Flats shall be borne by the intending buyers for their respective Flats.

ARTICLE XII: COMMON FACILITIES

12.01 The DEVELOPER shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing the due and from the date

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of starting of the construction of the building. All tax, Electricity Bill and Rents falling due in respect of the demised premise up to the date of delivery of possession shall be paid by the OWNERS.

12.02 As soon as the building is completed, the DEVELOPER shall give written notice to the OWNERS requesting the OWNERS to take possession of the OWNERS Allocation in the building. Then from the commencement of subsequent month from the date of service of such notice and at all times thereafter the OWNERS shall be exclusively responsible for payment of proportionate Govt. and property taxes, rates, duties, due and other. Public outgoings and impositions (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the OWNERS Allocation. The said rates to be on prorata basis with reference to the saleable space in the building if any are levied on the building as a whole.

12.03 The OWNERS and the DEVELOPER or their intending buyers shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the OWNERS and the DEVELOPER and both the parties shall keep each other indemnified against all claims, actions demands cost, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffer by or paid by other of them as the case may be consequent upon a default by OWNERS or the DEVELOPER in this behalf.

12.04 Any transfer of any part of the OWNERS Allocation including any other Central and State taxes or charges as applicable for the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities including any other Central and State taxes or charges as applicable

12.05 Both the DEVELOPER and the OWNERS herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alteration, transfer, sale, gift etc. and such

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rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

12.06 The Owner will not take any step so that the construction work is delayed or hampered without consent of the Developer.

12.07. The company will maintain the entire complex for one year after hand over of physical possession of flats, on receiving maintenance charge from the individual flat owners. Thereafter the board or committee will take over the charge.

ARTICLE-XIII: COMMON RESTRICTIONS

13.01 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

13.02 Neither the Flat OWNERS shall demolish or permit for demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration but they can renovate their respective flat in inner side without affecting the outer elevation and structural design of the said building.

13.03 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless such party shall have observed and performed by an written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of this presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in each of their respective possession.

13.04 The respective allottees 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 particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the Flat

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owners and / or the occupiers of the building indemnified from and against the consequence of any breach.

13.05 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep flat owners/ occupiers of the said building harmless and indemnified from the consequences of any breach.

13.06 No goods or other items shall be kept by the other party 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.

13.07 Neither party 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 after completion of the said building.

13.08 Either of the parties shall permit others agent party and/or association and/ or any other party for maintaining the building with or without workmen and others at all reasonable time to enter into and upon the each party's allocation and each party thereof for the purpose of maintenance or repairing any part of the building and for for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/ or the purpose of pulling down maintaining repairing and testing drains, gas and water pipes, and electrical wires and for any similar purpose.

13.09. After completion of the project neither of the parties will be entitled to make construction further on the terrace.

ARTICLE-XIV: FORCE MAJEURE

14.01 The DEVELOPER shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant

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obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

14.02 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, civil suit and injunction order passed against the property/ party, and/ or any other or further commission beyond the reasonable control of the DEVELOPER.

ARTICLE-XV: PENAL CLAUSE

15.01 It is made clear that, in the event the DEVELOPER fails and/or neglect to start the construction work within 6 months from the date of getting possession and/or from the date of getting of approved plan/ drawing of the said Premises, which one is latter, and/or fail to complete the proposed building within the time mentioned for such construction even after receiving the vacant possession of the land on an from the date of approved plan/ drawing and also free from all encumbrances from the Owner's as per the terms of this Agreement, then in those cases, the OWNER may terminate this Agreement as per law with effect from the date of expiry of 6 months after the stipulated period of completion of the project, and the DEVELOPER shall have liability to compensate the OWNERS, in accordance with law.

15.02. It is also made clear that in the event the DEVELOPER is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the LAND OWNERS or any of the OWNERS and/ or agents, or any person claiming any right under the LAND OWNERS, then and in that case the DEVELOPER shall have the right to rescind and / or cancel this agreement also to claim refund of all sums already paid by the DEVELOPER to the land OWNERS in the meantime along with the amount, if any, spent on account of the construction work of the building together with damages and interest determined by the DEVELOPER and sue against the OWNERS.

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15.03. In any event as contemplated in the clauses 15.01 and 15.02 DEVELOPER shall deliver the possession back to the OWNERS in as is where position is. Obviously, the Power of Attorney/ Attorneys shall also stand terminated. The OWNERS shall be entitled to initiate and/or complete the Project through separate agency and the DEVELOPER shall be entitled to refund of actual costs of construction.

ARTICLE-XVI: PLANS & OTHERS

16.01 That the OWNERS shall make out marketable title to the Schedule property mentioned hereunder free from all encumbrances up to the satisfaction of the DEVELOPER or their advocate.

16.02 That the Owner shall hand over the copies of all relevant documents, settlement records, Municipal Tax Receipt (Current), Ground Rent Receipt and other relevant documents to the DEVELOPER at the time of execution of this agreement, with proper receipt and shall be bound to produce the ORIGINALS of all Deeds, Documents as and when may be necessary before any concerned authority as may be required by the Developer for the purpose of fulfilling the DEVELOPER'S rights and obligations under this agreement.

16.03 The DEVELOPER acting on behalf of and as Attorney of the OWNERS shall from time to time submit all further Plans and/ or applications and other documents and papers with the consent of the Architect and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and, or otherwise to obtain all such clearance, sanctions, permissions and / or authorities as shall be necessary for the construction of the building on the said Holding expeditiously and without delay.

16.04 That the DEVELOPER has every right to modify or alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the multistoried building Over the Schedule property mentioned hereunder and if in any case any consent in writing or signature of the OWNERS are required for the said purpose the

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OWNERS shall sign the same and also shall Co-operate in all matters in respect of getting supplementary sanction of Building Plan and also additional building plan for further construction.

ARTICLE-XVII: PAYMENT

17.1. That the Developer agrees to pay the land Owners a sum of Rs. 20,00,000/- (Rupees Twenty Lakh Only) as security, which is refundable on completion of the project at the time delivery of Possession of the Owner's allocation to the Land Owners. The Developer had already paid a sum of Rs. 20,000/- (Rupees Twenty Thousand) Only to the Land Owners by Cash on 02.10.2022, Rs. 80,000/- (Eighty Thousand) being Cheque No. 098408 dated 04.11.2022 drawn on Indian Bank, Rs. 2,00,000/- (Two Lakh) being cheque No. 098419 dated 26.01.2023, drawn on Indian Bank, Rs. 65,000/- (Sixty Five Thousand) being cheque No. 098426, 098423, dated 03.05.2023 drawn on Indian Bank, Rest of the money Rs. 6,35,000/- (Rupees Six Lakh Thirty Five Thousand) only will be paid by post-dated cheque being Cheque No. 705679 Dated 14.07.2023 of Rs. 1,35,000/- Drawn on Indian Bank and cheque No. 705681 Dated 24.07.2023 of Rs. 5,00,000/- (Five Lakh) Drawn On Indian Bank on the date of execution of this development agreement, it is made clear the date of cheque and date of delivery of cheque there will be a 15 days gap, the balance 10,00,000/- (Ten Lakh) only will be paid after roof casting of the 1st Floor, the developer has agreed to rise the superstructure of ground floor, first floor, second floor, third floor, fourth floor and terrace on the land of the said property according to the building plans mutually agreed upon between the land Owner and the Developer which has to be sanctioned from the competent authority. The said paid sum of Rs. 10,00,000/- (Ten Lakh) only shall be refunded by the Owner to the developer, if he fails to give vacant position of the land to the developer within two week from the date of Execution of Development agreement.

17.2. If the Developer defaults in payment of balance Rs. 10,00,000/- (Rupees Ten Lakh) only on the due date, the Owner will be entitled to

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terminate the agreement after meeting with developer accordance with law and to forfeit all moneys paid hereunder. On such termination, the license to develop the property will be revoked and the Developer shall take away and remove within six month of such termination, all buildings, structures and materials brought on the property and in default thereof, the land same shall belong to and vest in the Land Owner absolutely and the Developer shall not be entitled to any compensation or damages in respect thereof. Without prejudice to his rights, the land Owner may at their own option, condone such default on payment by the Developer and extend the time for payment if the Developer pays interest at the rate of 5% per annum on the defaulted instalment provided that the Owner shall before terminating this agreement as aforesaid, make a demand in writing for payment of the said sum on the Developer. If the Developer pays the amount due to the Owner with interest within 3 month of receipt of such demand, then the Owner shall not be entitled to terminate the Agreement under this clause.

17.3. That the Owners are agreed to refund the entire security money Rs. 20,20,000/- (Twenty Lakh Twenty Thousand) Only to the developer without any excuse, what so ever, at the time of delivery of possession of the Owners allocation, to the Land Owners, and if the Owners fail to refund the said security money in that event The Developer will be entitled one 2BHK Flat from The Owners allocation and Owner consented to that.

ARTICLE-XVIII: ARCHITECTS, ENGINEERS ETC.

18.01 That for the purpose of the development of the said Premises the DEVELOPER shall alone be responsible to appoint Architect for the said Building and the Certificate given by the Architect regarding the materials to be used for construction, erection and completion of the new Building and also specification for the purpose of Construction and/ or workmanship and completion of the building shall be final conclusive and binding on the parties.

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18.02 The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.

ARTICLE-XIX: INDEMNITY

19.01 The Stamp Duty, Registration Charges and Expenses in Connection with the preparation and execution of the Deeds of Conveyance and / or other documents relating to DEVELOPER'S Allocation shall be entirely borne by the DEVELOPER or its nominee or nominees.

19.02 The stamp duty, Registration charges and expenses in connection with the execution of the Deed of Conveyance and other documents relating to Owner's Allocation will be borne by the OWNERS or the intending buyers of Owner's Allocation.

19.03 The DEVELOPER hereby undertakes to keep the OWNERS indemnified against third Party claims and actions arising out of any sort of act or omission of the DEVELOPER in relation to the construction of the said building.

19.04 The DEVELOPER hereby undertakes to keep the land OWNERS, indemnified against all actions, suits, costs, proceedings and claims that may arise out of the DEVELOPER'S action with regard to the development of the said premises and/or for allegation of any defect or deficiency therein with regard to the said construction therein.

19.05 The OWNERS also indemnify against all claims right and keep the DEVELOPER indemnified arising out of or in respect of the title and possession.

ARTICLE-XX MISCELLANEOUS

20.01 The OWNERS and the DEVELOPER have entered into this agreement only for the purpose of development of the said premise by the

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Developer at the cost of DEVELOPER against certain terms and conditions as mentioned herein. Under any circumstances this shall not be treated as joint venture agreement and/or partnership and/or associations of persons as between the OWNERS and the DEVELOPER.

20.02 After getting possession of the premises, to be delivered by the OWNERS and compliance of other obligations liabilities and conditions as contained in this agreement by the OWNERS, the DEVELOPER shall start construction of the said building on the said premises.

20.03 The OWNERS shall not be liable for any income Tax, Wealth Tax or any other taxes in respect of the DEVELOPER's allocation and the DEVELOPER shall be liable to make payment the same and keep the OWNERS indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

20.04 Any notice required to be given by the DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served on the OWNERS if delivered by hand and duly acknowledgement due and shall likewise be deemed to have been served on the DEVELOPER by the OWNERS if delivered by and or sent by prepaid registered post to the registered office of the DEVELOPER.

20.05 The DEVELOPER shall frame scheme for the management and Administration of the said building and/or common parts thereof. The OWNERS hereby agree to abide by all the rules and regulations to be framed by any society / association/ holding organization and/or any other organization who will be in charge of such management of the affairs of the building on the complex and/or common parts thereof and hereby give their consent to abide by such rules and regulation. It is made clear that the owners of the respective flat shall maintain the said building after the handover possession to the prospective buyers by the DEVELOPER.

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20.06 The name of the Building shall be determined after passing the building plan.

20.07 The DEVELOPER shall mutate the names of the existing Flat OWNERS if necessary or to be mutated in the records of the Panchayet in respect of the said Holding at the cost of the Flat owners for which the Flat owners shall also render all assistance and shall pay all Taxes of the Holding either to the DEVELOPER or to the Competent Authority, As and from the date of completion of the building or the complex the DEVELOPER and/or its transferees and the OWNERS and or their transferee shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes payable in respect of their respective spaces.

20.08 The proposed building to be constructed by the DEVELOPER shall be made in accordance with the specifications more fully and particularly mentioned and described in the Schedule C, and Schedule CI hereunder written.

20.09 Possession of LAND OWNERS share/ allocation shall be given only after completion of the proposed building and only after the OWNERS has met up [fulfilled any financial outstanding liability with respect to his share/ Allocation i.e. payment of any other taxes as applicable as per central or State Government norms excluding payment of GST which will be paid by the DEVELOPER.

20.10 All the Original Documents of the Land is taken by DEVELOPER, shall be handed back to the OWNERS or the newly formed Association of the proposed building by the DEVELOPER only after the DEVELOPER has completely sold out his share/ allocation in the proposed new building.

20.11. It is made clear that so long the Flat owners Association is not formed the flat OWNERS shall pay the proportionate maintenance charge as fixed by the DEVELOPER. As soon as the Association is in existence the said system will be automatically discontinued and new charges to be fixed by the newly formed Association.

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20.12 The bill for the Common Electric meter shall be borne by the OWNERS and the DEVELOPER or the respective buyers of their Allocation as fixed by the DEVELOPER.

20.13 The present agreement will be in force till the completion of the project and during pendency of the project if any party died, his/her/their legal heirs/ successors/ administrators/ legal representatives will be bound to obey the terms and conditions of the present agreement and will be bound to execute supplementary agreement with the other party.

20.14 After the signing of this Development agreement the OWNERS of the property would not be entitled to enter into development agreement with any other Person (S), firm, private limited company or promoter in connection with any further extension development of the building for which the present development is signed (in case further extension is allowed by Authority)

20.15. It is also agreed that the delivery of possession of the landowners' allocation will be made within three months after obtaining Completion Certificate (C.C.) at its/ his/her/their own cost expenses and Xerox copy of the same will be given to all the owner(s)/occupier(s) of the units of the newly constructed building.

20.16. That this agreement shall not to be deemed to constitute a partnership between the Owner and the Developer or an agreement for sale of the plot or mortgage to any financial institution by the landowner to the Developer and shall not be deemed to bind the parties hereto except specifically recorded herein. The Developer shall solely be liable and responsible for any liability in connection with the construction of residential units in the land beneath the said building. The land Owner and the Developer shall be solely responsible from the date of possession for various expenses, taxes such as water charges, property tax, electric bills in respect of respective portions as mentioned aforesaid.

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20.17. In case there is any accident or death in the aforesaid construction project of any labour, employee the Developer shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the Owner is ordered to attend a court or is requested or his presence is required by any other authority in this connection, he will empower the Developers to attend the court/ authority concerned on his behalf and the Developer agrees to compensate the Owner fully in case an adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any other competent authority.

20.18. That all costs of stamping, engrossing and registration of this agreement and any other paper relating to this agreement shall be borne by the Developer.

If any of the Land Owners breathed his last, or any incident occurs and as per Law, Development Agreement or the Development Power of Attorney required to be amended, substituted or Supplementary Development Agreement to be executed, site plan or building plan to be revised, or again to be submitted then all the cost will be borne by the Land Owners, but all these works will be done exclusively by the developer company.

20.19. That during the course of construction all building materials and equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the One part/land owner for any damages, loss or destruction of such works or material or equipment arising from the any cause whatsoever.

20.20. If until the completion of building any case damage or Schedule & property, harm occurs to the Schedule B adjoining properties, neighbours, the Developer shall be fully responsible for all the consequences.

Cont

20.21. That developer first shall sold out his allocation share of Flat, units, thereafter owners will take possession of his allocation of flat unit.

20.22. That the Owner has declared and assured the Developer that property is free from all sorts of encumbrances, i.e., mortgage, charges, gifts, wills, exchanges, attachments, civil suit, injunction notice prior, agreement to sell [collaboration agreement and shall also keep the property free from all sorts of encumbrances till the completion of the building, sharing of the respective portions in the new building and registration of their respective portions. Whatsoever if it will be ever proved otherwise, One Part/land owners shall be liable and responsible for making good all losses, which may be suffered incurred, undergone and sustained all by the Developer as a result thereof.

20.23. That no change modification or alterations to this agreement shall be done without the written consent of the Owner. The parties hereto undertake not to contravene any of the terms of this agreement.

20.24. That the Developer shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken. The Developer shall also apply and obtain electricity, water fire NOC and sever connections, etc., from the competent authority/ authorities concerned.

20.25. That as and when house tax gets assessed the Developer undertakes to pay for the share at the rates applicable.

20.26. A supplementary development agreement will be made between the parties specifying the flats of owner's allocation and developer's allocation. Total number of flats allotted or specified for the owner's allocation, containing area exceeds the 40% of owner's allocation then the land owner will pay for that more space as per market rate to the developer and if it is less than the 40% of the owner's allocation then the developer will pay to the land owners for the less space to the land owner's as per market rate.

Cont

20.27. That during pendency of the work if and when the local authority permits to extend any further floor over the existing multi-storied residential building, the ratio of the allocation of the owners & the Developer will be same as on this day and the procedure to transfer their proposed allocation will be same as on this day and the same will be done by executing separate supplementary agreement.

20.28. That after the said building is completed, the developer will form an Association with the occupants of the various flats and from such rules & regulation as the developer shall think fit and proper for the maintenance of the said building.

20.29. That until such Association is formed, the developer shall continue to remain responsible for the maintenance and rendition of the common service and all other outgoing payable in respect thereof, at cost of the Flat owners.

20.30. That all disputes and differences between the parties hereto in any way relating to this agreement and / or arising out of any provisions hereof shall be referred before any competent court of law.

20.31. If any disputes or difference of opinion arise between the parties that will be sorted out by several meetings between the parties, if necessary, in presence of the advocates of both the parties and the decision of both the advocates will be binding upon the parties.

20.32. That this agreement is made at the free consent of the respective Parties.

It is further noted here that the finger prints & photographs of the Representative of One Part and Other Part have been taken in a separate sheet have been annexed hereto and the same will be considered as part and parcel of this Development Agreement.

SCHEDULE -A

ALL THAT piece and parcel of land having R.S. Khatian No. 25, R.S. plot No. 53, L.R. Khatian No. 2585, 2586, 2587, 2588, L.R. Plot No. 53, J.L. No. 78, Mouja – Gopal Nagar, class Bastu, area 12 Decimal, Police Station- Burdawn, District - Purba Bardhaman with all sorts of easement rights attached to the said land within Baikanthapur –II Gram Panchayat butted and bounded as follows: -

North : 15 ft wide existing road

South : plot No. 53 (P)

East : plot no. 51

West : plot No. 54

More fully shown in red colour in the plan annexed here to which is a part and parcel of this development agreement.

SCHEDULE -B

- BUILDING : R.C.C. Formwork.
- WALLS : 200 mm (8") thick for outer, 125mm (5") for common walls and 75 mm (3") thick for internal partition wall with 1st class brick.
- WINDOW : Aluminium sliding window with grill including grill work of Stair case & verandah up to 1 metre.
- DOOR: : All door frames shall be Malaysian Salwood except toilet/w.c. Main entrance door shall be Solid brand single bolt six lever lock shall be provided for safety and other doors shall be Flush door thoroughly painted fitted with hatch bolt & tower bolt and handle. Doors & frames for toilets and W.cs will be PVC make.

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- PLASTER** : Cement plastered wall and ceiling primed with plaster of Paris, cement plaster outside with weather coat.
- FLOOR** : Good quality Glossy 600mm x 600mm size Vitrified tile flooring with 100mm (4") skirting & Dados of Toilets/w.cs shall be provided with colour matching ceramic tile up to door height and dado of kitchen counter up to 600 mm (2'-0") height.
- STAIR** : The fencing of the stair will be provided with good quality steel pipe .
- BATHROOM** : White porcelain E.W.C in each toilet and w.c. One porcelain basin (HINDWARF, brand) shall be provided in each flat and C.P. fittings shall be used.
- KITCHEN** : Black stone cooking counter shall be provided along with a stainless-steel sink, one basin in the dining cum hall room.
- BALCONY** : Balcony railing will be provided of steel pipe.
- ELECTRIC** : Concealed wiring with Finolex/Havells wires with two light points, one fan point, one 5 Amp Power point for every room plus one 15 Amp Power point in living cum dining room, Kitchen and Toilet, one light point and 5amp power point at veranda.

NOTE : Any extra additional work done by the Developer, at the request of the Owner shall be charged extra at market rate and the Owner shall have to pay cost of those extra additional works executed by the Developer additionally.

Cont

SCHEDULE -C

(COMMON AREAS & AMENITIES)

The common areas and amenities mentioned in this Agreement shall include:

1. The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, lift, stair, stair ways, entrance to and exit from the building constructed on the said land and intended for common use.
2. Installation of common services such as water, sewerage line, septic tank etc.
3. Pump, motor, pipes, ducts and all appurtenances and installations in the said building for common uses.
4. Electric meter box adjacent to the stairs in the ground floor of the building, electrical wiring and fixtures etc. meant for common use.
5. Under ground water reservoir and the overhead water tank.
6. The ultimate Roof.
7. Boundary walls and main gates.
8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or around the said building as are necessary for passage user and occupation of the flat/ s in common as are specified by the vendor expressly to be the common part, except the covered spaces and car parking spaces.

SCHEDULE-D

(PERIODICAL COMMON EXPENDITURES)

Cost expenses, outgoings and obligations for which all the Flat/ Space owner are to contribute proportionately:-

Cont

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity to all common areas mentioned in the Fourth Schedule hereto.

The expenses of repairing, maintaining, painting, white washing or colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Fourth Schedule above written.

The periodical expenditure for sweeping and cleaning of the common areas like lobbies, stairs, landings, car parking areas, pavements, roof, stair head room, together with maintenance and upkeep of main gates, payment of electrical bills for consumption of electricity for illumination or lighting systems fixed in common areas,.

Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents on the date, month and year hereinabove first mentioned. In the presence of the following witnesses:

Cont

SIGNED, SEALED AND DELIVERED IN PRESENCE OF THE
FOLLOWING WITNESS:

Spira Ghahori

*Sigon Laha Roy
Rathin Saha Roy
Sudip Saha Roy*

SIGNATURE OF THE ONE PART/LAND
OWNERS

Hed-yeer Am Mondol

Harunul Uddin Mollah

Farida Parveen

Tasmin Hoque

Sr Rahamat Ali

Suti mt. As dwe maren

Alka Tasmin

Cont

Arshiaara Begum

Syed ali arzfah

Sabnam Yamin

Nasima Begum

Susmita Karmakar

1. Santu Ghosh
Sb. Raghobhai Ghosh
Fazlulab ad. Panchkula
R S- Burdwan
DIST. Panch Burdwan

2. Laxendra Nanga Buj
40 Lake, Joychandra Nanga Buj
Behar Sarbomangal
Kunze Kuntal.
Panch Burdwan
Pr 713101

SIGNATURE OF THE OTHER
PART/DEVELOPER

Drafted by me & typed in my office:

Sariful Islam Mallick
(Sariful Islam Mallick)

SARIFUL ISLAM MALICK
ADVOCATE
BURDWAN DIST. JUDGES' COURT
Enrl. No.-WB-453/1993

Distict Judges' Court, Burdwan

Enrol. No. WB/453/1993

Computerised typed by:

Md. Imtiyaz Hossain
Md. Imtiyaz Hossain

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SIGNATURE *Arin Saha Roy*

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SIGNATURE *Pran Saha Roy*

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SIGNATURE *Rath Saha Roy*

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S. a. Saha Roy

SIGNATURE Sudip Saha Roy

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Mel.

Modet.

SIGNATURE Mel. Yeas Ann Modet.

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F.

Parveen

SIGNATURE Farida Parveen

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Tauzaim Haque.

SIGNATURE *Tauzaim Haque.*

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SIGNATURE *Lutfi ul. As chul*

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Raza ulha

SIGNATURE *Raza ulha mullah.*

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Alka Yasmin

SIGNATURE Alka Yasmin

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SK Rahamat Ali

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Arshiana Begum

SIGNATURE Arshiana Begum

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Syed ali arif far

SIGNATURE Syed ali arif far

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SIGNATURE Salwan Yamin

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Nasima Begum

Nasima Begum
SIGNATURE

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Susmita Karmakar

SIGNATURE Susmita Karmakar

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S...

SIGNATURE S...

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SIGNATURE



[Handwritten signature]

District Sub-Registrar-II
Purbai, Bihar