

15/5/21  
 13  
 Mridul Das.  
 Mridul Das.  
 Rita Mitra

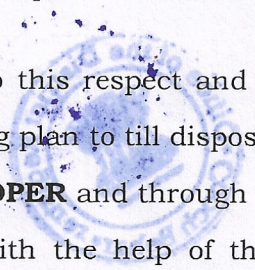
disturb the Owners allocation as settled hereunder and shall be decided accordingly.

12. That the Developer at its sole discretion shall appoint engineer, architects, interior decorators, consultants, experts whatsoever to draw and sanction the building plan and other civil/technical works during the course of said Project i.e. **Evangel Apartment** accordingly.

13. That soon after Execution of this Development Agreement the Developer shall have every right to execute the proposed work by doing necessary as per its suitability and suitable time since physical possession of the land described hereunder is taken in the meantime. The developer shall take all suitable and lawful and necessary measure to execute the work hereunder.

14. That anything contrary to law or anything necessary to do relates to this Development Agreement incorporated or not incorporated here shall be deemed to be removed and/or incorporated accordingly.

15. That all the legal works to this respect and from preparation of site plan, soil test sanction of building plan to till disposal of this project shall be done by the **2<sup>nd</sup> part** i.e. **DEVELOPER** and through the Constituted Attorney of the **1<sup>st</sup> part** as hereunder with the help of their Learned Lawyer Mr. Prodyot Kr. Roy and his Senior counsel and chamber also included with Mr. Kumar Shibendra Narayan, Ld. Advocate. The cost prior to commencement of above work shall be at the cost of **1<sup>st</sup> part** hereunder in regards to the clearance of Title Deed with any amalgamation of land with demolition of unauthorized construction etc with allied work thereto. if any with amicable



5 A JUL 2021  
 COACH BANGALORE

14  
S. K. Mishra  
Mridul Das.  
Mrunal Kishore.  
Ritesh  
Ritesh Mishra

settlement with any one if so required through the said Learned Advocate to make property to this Development Agreement free from all encumbrances and to give final shape of this Development Agreement. So the cost for the above legal work before the commencement of above Joint Venture work accordingly shall be paid to the Learned Advocate included with his/their fees for all those necessities by the **1st PART** through DEVELOPER from the amount of Rs. 8,00,000/- (eight Lakhs) only, as deducted and for amalgamation if any besides payment by **OWNERS** of all arrears/dues of any Khajna, rent, tax or any financial liabilities to any one on the land till then and on completion of project of all above to them i.e. **OWNERS** allocation shall be paid by the **OWNER/FIRST PART** themselves being asked by the Learned Advocate. The cost on commencement of project work from demolition of existing house of schedule A and relates thereto to till disposal of this project including maintenance, common and utility service charge shall be borne by the Developer till the Owner's allocation could not be handover. The moment the owner will take Possession or Completion Certificate as to be issued by the Coochbehar Municipality being earlier which one the **OWNER** i.e. **FIRST PART** shall be liable to pay all financial outgoing, incoming in respect of his allocation before and by any bodies whoever may. They shall pay those from their own pocket.

16. That the fees and expenses for the preparation of this said **DEVELOPMENT AGREEMENT** and the corresponding **DEVELOPMENT POWER OF ATTORNEY** including all the legal fees and government expenses for Registration and Stamp Duties, etc. shall be borne by both the parties hereunder equally and 50% by each part. The said payment as to be asked by the Learned Counsel to this programme shall be paid by the

5 JUL 2020

15  
 10/10/2017  
 Mr. S. D. Das.  
 Mr. S. D. Das.  
 Ritee Mitra

parties at or before execution of this Development Agreement. To this effect no further payment shall be made by the **1<sup>st</sup> Part** in case of increasing the same. In case of inability of the **FIRST PART** to pay the said Amount, the **DEVELOPER** shall bear the same and correspondingly it shall be deducted from the Forfeited **CASH/FINANCE** as stated in the foregoing paragraph, as to be paid to them by the **DEVELOPER**.

17. That the **OWNER** shall be at liberty and right to mutate their allocation and change of Assessment Registrar of local civic body and all others in their favour, including in favour of their transferee if any. But such transfer of his allocation only could be made by him after issuance of Completion Certificate of said project namely Evangel Apartment by the Municipal Authority. Even the Owner shall not be allowed to make Sale Agreement of his allocation in the midst of said Construction Work with else one except Developer.

18. That the parties hereto are intent to erect a multistoried commercial cum residential or residential or otherwise building with parking as per suitability and desire of **DEVELOPER** in the land scheduled land to this Development agreement and said building shall be contained with flat/flats/space/spaces/office/showroom/ parking for any Lawful purpose as per sanctioned plan.

19. That the duration to complete the said Project shall be 36 months from the date of sanction of building plan and all allied thereto. A grace of 6 months shall be allowed to the Developer in extra ordinary circumstances. The time is the essence of contract. However, it is made clear that this binding is subject to force Majeure clauses agreed hereunder, and subject to

5 JUL 2017  
 10/10/2017  
 10/10/2017

16/11/2018

M. K. Das.

M. K. Das.

Rite Mitra

free and marketable title of the schedule 'A' land and allied to this Agreement.

20. It is decided that the Developer shall pay a monthly rent to the 2<sup>nd</sup> Party member of **OWNERS** as in the foregoing Paragraphs for the aforesaid 36 months as the case may be with another 6 months commencing from the date of taking physical possession of Schedule 'A' property hereunder. Any additional rent for any month beyond the said 42 months above due to disputes of papers, legal work, all other reasons, etc. if paid by the Developer will be adjustable with the aforesaid final/forfeited payment. However, it is made clear that if the Construction Work is completed before the said duration and the **OWNER'S ALLOCATION** is provided to the **FIRST PART**, the said Monthly Rent shall be discontinued from the said date. But if the property is encumbered, in such a case to make it free more time is may be required. Even in such a case the rent shall be paid only for the above period. Since it is the obligatory part of the **OWNERS** in the present case to handover a free property because they are taking the highest benefit to their property as per market of Coochbehar Town, so Developer should not consider the extra time. Therefore, before the period of sanction of building plan, Developer shall pay 6 months rent, and from post sanction period 36 months rent, excluding 6 months grace period if so required. At any case the period finally shall be 42 months. At the request of the First Part any further payment for rent is made by the Developer, it shall be adjustable with the final payment of forfeited amount.

21. That Regarding said construction the Developer shall take steps at its own cost in accordance with law on commencement of practical work for

5 JUL 2018