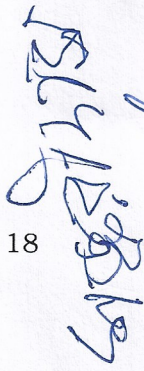


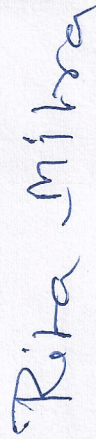


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 M. J. Das.
 Meenal Kaur Das.
 Rita Mitra

demolition of existing house to including soil test, drawn up of building plan, Fire Sanction with all other approval/sanction/No Objection may necessary and on sanction of building plan will take step for Construction accordingly and allied there from in accordance with Law enforceable by the local body i.e. Coochbehar Municipality along with all other authorities either under State or Central law to this effect and **OWNER** shall provide all necessary assistance to the Developer to this effect by extending their hands either personally or through the Constituted Attorney as hereunder and shall sign all papers, documents, building plan, application or whatsoever either by them self or through the Constituted Attorney/attorneys to this effect appointed on their behalf as per desire and necessity of **DEVELOPER**. But it is made clear all the above shall not affect the **OWNERS'** allocation as settled to this Development Agreement to deprive them from the said allocation. The Power to be given to the Constituted Attorney being Evangel India Infrastructure Private Limited through its Managing Director Mr. Aranyak Dhar if so required can be delegated, sub delegated by the said Constituted Attorney.

22. That Prima-facie it is agreed by the parties that the said project construction shall be up to the limit of 5th Floor with Parking at Basement or Ground Floor or part as the case may be i.e. as per sanction limit by the Coochbehar Municipality and authorities, but if law permit otherwise the said maximum limit can be extended upto the maximum storied height subject to the sanction of all authority, and the structural design, specification and loading capacity of the said proposed construction. The **OWNERS'** ratio shall be same in such a case i.e. Two (2) 2BHK flats at

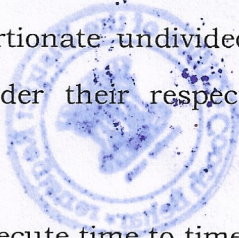
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Ground Floor preferably or any other floor as per the discretion of the **DEVELOPER/SECOND PART** and the Cash Amount as stated.

23. That to complete the project the developer has every right to modify, amend or insert any terms, further terms to this Development Agreement or to cancel any terms accordingly mutually among the Parties hereunder but without effecting the **OWNERS'** allocation.

24. That the building Plan shall be sanctioned as residential, but upon sanction the parties will be at liberty to make their entire or respective part for commercial purpose in accordance with the revised/modified further sanction/approval of the Municipal Authorities at their own costs but without effecting the structural and outer design specification of the building hereunder . However, it is made clear that the land underneath to the Parking /building shall be with proportionate undivided share of each. Both the parties shall be with all common and usable rights in the said project along with the proportionate undivided share of land underneath and shall exclusively be under their respective Khash possession and disposal of it accordingly.



25. That the **OWNER** shall execute time to time registered power of attorney to the **DEVELOPER** and or its director, directors, officers, nominees, assigns as per desire of the **DEVELOPER** relates to said proposed construction by giving all such power and authority for its smooth and peaceful disposal including sell, mortgage of the Developers Allocation which is to be constructed proportionately as settled hereunder with undivided share of land as in the forgoing paragraphs on sanction of said building plan relates to the Property scheduled from Schedule A to C hereunder and thereby

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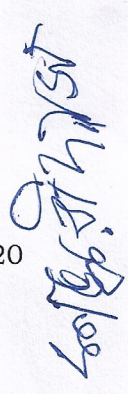


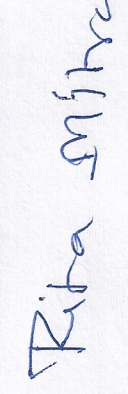
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 Mr. J. Das.
 Rita. Mitra

including the rest of all schedules as hereunder and which construction should be thereon without effecting the **OWNERS' ALLOCATION** to raise fund from any person, persons, bank, financial corporation authorities or whatsoever by mortgaging, selling, let out or lease or any kind of lawful transfer of said **DEVELOPER'S ALLOCATION**, the owners shall have no right to make any kind of objection to this effect until their allocation not affected by the **DEVELOPER**. But if **OWNER** want to raise fund, they can do and take such step only through the **DEVELOPER** in the midst of said project, otherwise without the consent of **DEVELOPER** they shall not be entitled to make any kind of transfer or above until the **DEVELOPER** not obtaining the completion certificate of the said project and physical possession of **OWNERS' ALLOCATION** not handover to them by the **DEVELOPER**.

26. That soon after sanction of building plan of said proposed project, the **DEVELOPER** shall demarcate the **OWNERS' ALLOCATION** in the copy of the said sanctioned building plan with red border and on completion of said project the physical possession shall be delivered to the owners accordingly. The sanctioned Building plan can be modified, amended, addition without affecting the design and specification. A rooftop bungalow/structure can be erected by the Developer at it sole discretion.

27. That after settlement of owners allocation to the owners in case of any personal mortgage and others of the **OWNERS' ALLOCATION** by the **OWNER** as written above they shall be solely responsible for such mortgage and others but if anything done through **DEVELOPER** for the sake and purpose of said proposed project of the **DEVELOPER** where from

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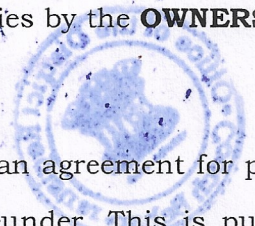





DEVELOPER would be benefited, in such a case for doing so the **DEVELOPER** would be solely responsible to make the said owners allocation free from all encumbrances and to handover the said **OWNERS' ALLOCATION** to them if their said allocation do not sold in the meantime by them through the Developer.

28. That subject to force majeure clauses, like financial obstruction, national pandemics, market demand, natural calamity, labour problem, strike, seize work, legal disputes disaster, earthquake and all others not written here the period to complete the said project would shall be extended accordingly from the date of sanction of building plan and all other necessary sanction on the property scheduled hereunder. However, this period for completion of said Project also can be extended by the parties on mutual understanding for any reason whatsoever.

29. That since the **DEVELOPER** has taken the physical possession of the Schedule 'A' hereunder so it will initiate its work as per suitability at its own cost subject to removal of difficulties by the **OWNERS** through their Learned Counsel as written hereunder.

30. That this agreement is not an agreement for partnership between the **OWNERS** and **DEVELOPER** hereunder. This is purely a **DEVELOPMENT AGREEMENT OF SCHEDULE 'A' to 'C' PROPERTY** arises from **Schedule 'A' to 'B'** and thereby **'C'** with obligations, rights whatsoever till **Schedule 'J'**. As such the **DEVELOPER** shall realize all his expenses and benefits for the development above from its own allocation by selling mortgaging, let out, lease or any kind of disposal, transfer of above or retaining the same. The



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