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 M. Michael Das.
 M. N. S. Das.
 Rita Mitra

OWNER shall not be affected by any means for any loss and others of **DEVELOPERS** and their allocation shall not be affected accordingly.

31. That the Developer shall have right to disposal of its allocation by way of sale, mortgage, lease, letting out or whatsoever and thereby to take any amount towards advance, booking money, sale price, one time amount, rent, for fitted amount or whatsoever lawfully or to take loan from any person, persons, bank, financial organization, authorities, intending buyers, lessees, tenant or whatsoever on its allocation being parking, residential /commercial flat, flats, units, spaces, commercial spaces whatsoever at its sole discretion and **OWNER** shall not be responsible and must create any obstruction/raise-objection to this effect.

32. The Developer has every right to publish, including electronically advertise display make wider publicity of this project in any manner. Bankers including the name of the Developer Company, companies, partner, engineer, architects, experts, Buyers, inclusive all relates to this Development Project and to market it and **OWNER** shall not be responsible to this effect and must not interfere in the matter accordingly.

33. That any or communications, request, and demand is required to be made to **1st Part** by the **2nd Part**, shall be sufficient to make it either verbally or through official letter to the **1st Part**.

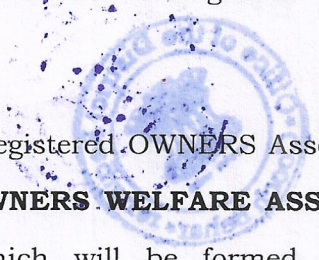
34. That the design, specification, lay out, structure, fittings, finishing and all relates thereto of said proposed multistoried building shall be as per sanctioned building plan and construction accordingly. So, the **OWNER** shall not be with any right to raise any objection once they or their

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constituted attorney seen the plan and put it for sanction. The finishing of their area shall be up to Paris/Putty and common electric and water connection. For their Electricity connection fees in proportion to their share, Electric Meter fees, etc. to be charged by the concerned authority and all other fittings with interior decoration they shall make it at his personal cost, but if they desire including interior decoration, the developer will do it at the cost of Owner.

35. That the name of the building/Complex shall be "**EVANGEL APARTMENT**" of P.O. & District- Coochbehar, Hitendra Narayan Road Byelane, P.S:- Kotwali, PIN- 736101, Holding No 493/13051 of Ward No.18 of Coochbehar Municipality and under any circumstances this name of the Apartment is not changeable. Changing of name of the Apartment is a cause of damage of 50 crores to the Developers to be paid by the **OWNER** and all subsequent transferees who may if attempt to do it. The payment shall be within the stipulated dates from such changes as per demand by the **DEVELOPERS**.



36. That there should be a registered OWNERS Association in the name of "**EVANGEL APARTMENT OWNERS WELFARE ASSOCIATION**" through the Chamber of Mr. Roy which will be formed by the subsequent transferees/ owners and present **OWNER** if they retain their allocation. The cost to form and the Association shall be borne by the Owners from their respective pocket proportionately and shall be the members of said Association and shall be abide by the Memorandum of said Association including West Bengal Ownership Apartment Act and other related laws for

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its common and personal use, occupation, Transfer and all other lawful purpose.

37. That all the printing mistakes to be read as its required and any such mistake under this term including at Schedules if so required shall be corrected by the Parties hereunder at instance of Developer without any denial by First Party.

38. That on Land Reforms mutation and change of Municipality Assessment Report in the names of 1st part same shall be treated to Schedule below accordingly for all purposes.

SCHEDULE "A" REFERRED TO HEREIN ABOVE

ALL THE piece and parcel of 4 Kathas and more or less Bastu land with old dilapidated tin shed house corresponding to 2880 Sq. Ft. more or less as per Deed and khash possession land within the similar boundary belongs to said LR. Khatian No - 7147 corresponding to L.R Plot No 9460 and the dilapidated house of owner Lt. Mihir Kumar Das standing thereon under now under Khash possession of the legal heirs of Lt. Mihir Kumar Das being the 4 members of first part hereunder be the same and little more or less Bastu land arising vide Deed No. 3898 of 1989 registered in Book-1, of the DSR Coochbehar, under the Indian Registration Act on 03.11.89 corresponding to the part of R.S. Dag No.6998 [Part] of R.S Khatian No 4158, 4159, 4160 and 4161 corresponding to 2321, 2322, 2323 & 2324 respectively of Mouza Sahar Coochbehar, Sheet No.8, J.L. No.130 of Police Station- Kotwali P.O. and District- Coochbehar, Pin Code 736101, West

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Bengal with the aforesaid LR. Dag and LR Khatian No, corresponding to present Municipal holding No. 493/13051 of Ward No.18 of Coochbehar Municipality, H.N Road by lane standing in the name and title of the **Lt.Mihir Kumar Das** being the respective husband and father of the 4 members of 1st part to the Development Agreement which butted and bounded as follows .

- On the North - House of Bishu Ghosh.
 On the South - Sarada Sishu Tirtha School.
 On the East - House of Radhesham Das.
 On the West - H.N Road Byelane.

SCHEDULE "B" REFERRED TO HEREIN ABOVE

All that old dilapidated old brick built Tin shed house of the first part arising from the schedule - A, herein above which is to be demolished by the 2nd part and will make the land vacant and free from all encumbrances under their i.e. 2nd part exclusive physical possession for proposed construction of multistoried Building under the name and style of "**Evangel Apartment**"

SCHEDULE "C" REFERRED TO HEREIN ABOVE

ALL THE piece and parcel of 4 Kathas and more or less Bastu vacant land corresponding to 2880 Sq. Ft. more or less as per Deed and khash possession free from all encumbrances within the similar boundary belongs