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

District Sub-Registrar-V
Alipore, South 24 Parganas

13 DEC 2021

**DEVELOPMENT AGREEMENT WITH
POWER OF ATTORNEY**

**THIS DEVELOPMENT AGREEMENT WITH POWER OF
ATTORNEY** is made this the 10th day of December, 2021
(Two Thousand Twenty One) ;

BETWEEN

No. MS Date 25 AUG 2021 Rs. W'n

Name T. Chowdhury
Advocate
Address Alipore Judge's Court
Kolkata-27

VENDOR : MAMATA JUDIN GAZI
ALIPORE JUDGE'S COURT
KOLKATA-700027

Signature of Vendor

25 AUG 2021

- Sanim BOM



V.C.T. I
4311

- Sanim BOM



V.C.T. II
4312

- Abinas Chandra Das



Tapas Choudhury
S/o Late S. Choudhury
Alipore Judge's Court
Kolkata - 700027
Advocate

SRI. ABINASH CHANDRA DAS (PAN- ADOPD5490Q, Aadhaar No. 2919 0132 8613) son of Late Shyam Kanta Das, by faith-Hindu, by nationality- Indian, by occupation- Retired, residing at E/99(First Floor), Ramgarh, P.O. - Naktala, P.S. - Netaji Nagar, Kolkata-700047, District -South 24 Parganas, hereinafter called and referred to as “the **LAND OWNER / OWNER / FIRST PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by



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DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS., ALIPORE
10 DEC 2021

faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith-Hindu, by nationality- Indian, by occupation- Business, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, authorized vide board resolution dated 00/00/2020 hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

WHEREAS one Ramani Mohan Das, purchased **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 22, 244, and 112, R. S. Dag No. 182, 183 and 187, known as Scheme Plot No. 233, Ramkrishna Pally, in the District of South 24 Parganas, West Bengal from Ashram Praktan Chhatra Sangha, Narendrapur, 24 Parganas by virtue of a Deed of Conveyance dated 02.06.1967 which was duly registered before Sub-Registrar Baruipur and recorded in Book No. I, Volume No. 15, pages 47 to 50, being No. 828 for the year 1967.

AND WHEREAS said Ramani Mohan Das mutated his name in the B.L. & L.R.O. being L.R. Khatian No. 421 and L.R. Dag No. 89, and paid taxes regularly to the concern authority.

AND WHEREAS said Ramani Mohan Das executed a Deed of Gift in favour of Sri. Abinash Chandra Das on 9th September 1996 in respect of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 22, 244, and 112, R. S. Dag No. 182, 183 and 187, known as Scheme Plot No. 233, Ramkrishna Pally, within Rajpur-Sonarpur Municipality in the District of South 24 Parganas, West Bengal and said Deed of Gift has been registered before D.S.R.IV, Alipur, and recorded in book - I, Vol No.54, Pages from 93 to 100, being No. 2037, for the year 1996.

AND WHEREAS Sri. Abinash Chandra Das mutated his name Rajpur – Sonarpur Municipality, being Holding No. 4316, Ward No. 8, and also mutated his name in B.L. & L.R.O., being L.R. Khatian No. 1308, and L.R. Dag 89, and paid taxes regularly to the concern authority.

AND WHEREAS Sri. Abinash Chandra Das the **First Party / LAND OWNER** has represented that he is desirous of developing the land for construction of a G + IV storied Residential cum Commercial building but are at present due to short of funds to initiate the process of doing the same. The First Party stated inter alia that he is desirous of constructing the above said building for his own residential purpose but do not possess the

financial means to do the same. He also represented that he is in requirement of financial assistance for his own personal need and as want to dispose off the excess floor area which can be constructed in the land as described in Schedule-A herein below and the Owner is now desirous that the said land be developed by constructing a residential cum Commercial Building thereon by the Developer in accordance with the Plan and to which the Developer has agreed to develop the same on the terms and conditions hereinafter appearing:-

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

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

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

- A. The **OWNER** : Shall mean the Owner above named and their heirs, executors, administrators, legal representatives and/or assigns.
- B. The **DEVELOPER** : Shall mean the Developer above named and its partners, successors and/or assigns.
- C. The said **PROPERTY** : **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 22, 244, and 112, and L.R. Khatian No. 1308, R. S. Dag No. 182, 183 and 187, and L.R. Dag No. 89, known as Scheme Plot No. 233, Ramkrishna Pally, Holding No. 4316, Ward no. 8, within Rajpur-Sonarpur Municipality, P.S. -

Sonarpur at present Narendrapur
in the District of South 24
Parganas, West Bengal .

ARTICLE : "I" DEFINITIONS

A. **LAND:-**

SAID LAND shall mean **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 22, 244, and 112, and L.R. Khatian No. 1308, R. S. Dag No. 182, 183 and 187, and L.R. Dag No. 89, known as Scheme Plot No. 233, Ramkrishna Pally, Holding No. 4316, Ward no. 8, within Rajpur-Sonarpur Municipality P.S. – Sonarpur at present Narendrapur in the District of South 24 Parganas, West Bengal , more fully described in the **SCHEDULE "A"** hereunder written.

B. **BUILDING:-**

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

spaces intended for the use of the occupants of the Building on such terms as may be agreed with them.

C. **OWNER AND DEVELOPER:-**

Shall include their respective Transferees/Nominees.

D. **COMMON FACILITIES:-**

Shall mean and include corridors, stairways, liftwell, lift, drains, water pumps, water storage, overhead tanks, gardens and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the Building and the common facilities or any of them thereon as the case may be.

E. **CONSTRUCTED SPACE:-**

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

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

Shall be entire second floor 2No. 3BHK/3No. 2BHK Flat and one 2BHK flat in the top floor, North – West side and two open car parking spaces in the Ground floor of the proposed Building including undivided proportionate share of the common facilities, utilities and amenities in the said Scheme Plot No. 233, Ramkrishna Pally, under

Rajpur Sonarpur Municipality, P.S. – Sonarpur now narendrapur, Kolkata 700150 in the District of South 24 Parganas. of the proposed building along with proportionate share of land. And non refundable amount of Rs.50,000/-(Rupees Fifty thousand) only to the land owner.

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

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

H. **BUILDING PLAN:-**

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

I. **FLOOR AREA:-**

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

J. **PARKING SPACE:-**

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

K. **CONSTRUCTED AREA:-**

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

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

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

Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Building to Purchasers thereof and will include the meaning of the said terms and defined in the Income Tax Act, 1961.

N. **TRANSFeree:-**

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

O. **ADVOCATE :**

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

ARTICLE - "II"
(TITLE AND INDEMNITIES)

1.The OWNER hereby declares that he has good title in the said property by virtue of deed of Gift being Deed No. 2037 for the year 1996 and he has right and title to enter into this Agreement with the DEVELOPER, and the OWNER hereby undertakes to indemnify and keep the DEVELOPER indemnified against any or all Third Party claim, actions or demands whatsoever concerning the OWNER's title.

2.The OWNER hereby confirm that the DEVELOPER shall be entitled to construct and complete the Building (Residential/ Commercial) as per the approved and sanctioned plan on the said premises and retain and enjoy the DEVELOPER'S allocation therein without any interruption or interference from the OWNER or any person or persons lawfully claiming through or under the OWNER and the OWNER undertakes to indemnify and keep the DEVELOPER indemnified against all losses and damages, costs, charges and expenses incurred as a result of any breach of this confirmation.

3. The DEVELOPER undertakes to construct the Building in accordance with the approved Plan sanction by the Rajpur Sonarpur Municipality and undertakes to pay any damages, penalties and/or commanding fees payable to the Authority or Authorities concerned relating to any deviation.

4. The DEVELOPER shall have the right to appoint Architects, Engineers, Contractors for the construction of the building and

hereby undertakes to indemnify and keep the OWNER indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of any act or omissions and commissions of the DEVELOPER and/or the Contractor or any accident or otherwise in or relating in the construction of the building.

5. The DEVELOPER hereby undertakes to construct and complete the Building in all respects diligently and expeditiously within 30 months from the starting of construction. However, if the Second Party is prevented in completing the project within the stipulated time of 30 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of three months on such further terms and conditions as may be mutually agreed upon between the First and Second Party. The time of completion of the proposed building is the essence of contract.

6. The DEVELOPER hereby undertakes to construct the Building in accordance with the sanctioned building plans and undertakes to pay any damages, penalties and/or compounding fees payable to the Rajpur Sonarpur Municipality or other Body or Authorities concerned relating to any deviation for which it may be responsible.

7. The OWNER hereby also undertakes that after taking possession from the DEVELOPER of their allocation doing any deviation in their portion the DEVELOPER will be responsible for

paying any damages, penalties to the Rajpur - Sonarpur Municipality or other body and authorities.

ARTICLE – “III”

(OWNER'S OBLIGATIONS)

The OWNER / FIRST PARTY covenants as follows:

1. That the First Party / OWNER shall deliver undisputed possession of the schedule land not amounting to transfer and free from encumbrances to the Second Party / DEVELOPER to develop the said land and measurement for preparation of site plan and shall demarcate the property boundary for construction of boundary wall and shall clear up to date all the taxes to the Rajpur – Sonarpur Municipality or the land revenue authorities before delivery of possession of the land.
3. That the First Party / OWNER delivered all Original papers / land documents to the Second Party/ DEVELOPER to enable him to verify the land documents and for obtaining necessary financial assistance from any financial institution at his own cost, risk and exclusive liability for construction of the Ownership building on the Said Land as and when necessary.
4. That the First Party / OWNER after agreeing in writing to the site development plan as proposed by the Second party / DEVELOPER will not interfere in the construction works of the Second Party / DEVELOPER nor make any comments / suggestion / advice / direction regarding alteration / addition of site plan approved by the competent authority. In case of any

modification to the original plan, the SECOND Party/DEVELOPER will notify and get agreement in writing prior to carrying out the changes.

5. That the First Party / OWNER after execution of this Deed of Agreement shall not in any way encumber the said land by way of mortgage, lease, sale, gift, let out or any other mode of transfer or dispose of the said property or any portion thereof within the contract period as mentioned in the Agreement.

6. That the First Party / OWNER shall keep found against all third party claims or compensations and any other untoward incidents directly attributable to any act of omission of the First Party / OWNER prior to handing over possession of the scheduled land and shall have to negotiate / compromise / rectify at his own cost.

7. The First Party / OWNER do hereby declare, represent and assure the Second Party / DEVELOPER as under-

(a) That prior to entering into this Agreement for development, they have not entered into any agreement for sale or lease or mortgage or otherwise in respect of the said property in favour of any one else nor has accepted any earnest money or token money or any other amount from any other persons towards sale or lease mortgage or otherwise of the said property described in the Schedule - "A" written hereunder.

(b) That the said property is not subject to any mortgage, lien, charge, suit attachment, either before or after judgment or judicial or quasi judicial proceeding.

(c) That the OWNER has not received any notice for acquisition or requisition or reservation of the said property or any part thereof prohibiting or restricting the development thereof from the competent authority.

(d) That the OWNER has complied with the provisions of the laws for the time being in force which are applicable to the said property, as also Rules and Regulations, Bye laws of the Rajpur - Sonarpur Municipality, Sonarpur, South 24 Parganas.

(e) That the Municipal Taxes and any other taxes other outgoing in respect of the said property have been paid upto the date of signing this agreement and that nothing is outstanding and no proceedings are pending against the said property of any part thereof. The land owners will bear all cost of Deed of Exchange (amalgamation) of property and B.L & L.R.O mutation, deed of Declaration, any deed of Gift, any Compensation and other legal Expenses. The Land owners herein will bear all the cost of work mentioned above which the developer produce their demand for the above mentioned work.

8. The Conveyance or any other deed of the undivided proportionate share of land/space together with flat/flats/garage comprised in the said premises as be appurtenant to the Developers' allocation shall be made to the Developers or his nominee or nominees or the person or persons interested in

purchasing or otherwise acquiring undivided land or other space and flat/flats in the Developers' allocation in such portion and/or shares as the Developer may from time to time nominate and direct. There will not be any financial obligation on the owner due to this.

9. It is clarified that all amounts receivable under such agreements or other document of transfer for indivisible proportionate share of land comprised in the said premises and/or flats and/or space shall be for and to the account of the Developer and shall be received by the Developer exclusively and the Owner shall have no objection therewith on the following: -

(i) Construction of the building should be made by the Developer with his own cost and the developer may obtain any loan from any financial institution, Bank or from any other person against his allocation of the said project. The developer can involve any other person / persons as his partner through partnership deed for completion the said project with prior written authorization from the owner. The OWNER and Developer have no objection against any intending flat purchaser regarding Banking Loan or loan from any Financial Institution or personal loan from any person.

10. The Owner shall hold the Owner allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchasers or other occupiers of the flats of the Developers' area would hold and shall pay maintenance charges and other outgoings in respect of the Owner's area at

the same rate and in the same manner as the Purchaser/s of the flats of the Developers' allocation.

11. The Owner shall never be liable for the Developers' activities in connection with the collection of money from the intending Purchaser relating to the Developers' allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building before, during or after construction of the said building according to the plan or plans. All materials, plants and machinery brought in upon the said property or workmen, laborer used, employed or to be used and employed for constructing the said building shall remain at the Developer and/or his agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owner shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.

12. In case of demise of the Owner during the tenure of the construction and final transaction, his heirs shall in that case make such acts and things so that this agreement remains valid and fresh General Power of Attorney shall be executed by his heirs so long the final transaction is not completed and in case of negligence or failure all the heirs of the Owner shall be liable to make good of the total loss and damages whatsoever the Developer may suffer in this regard.

13. All notices consents and approvals to be given on behalf of the Owner shall be either delivered to the Developer personally or left for it at its usual place of business mentioned above.

14. The responsibility of the management and maintenance of all the open space comprised in the said premises (i.e. excepting the land covered under the building and / or other structure on the said premises) shall be that of the Developer until the Society or Association or Syndicate be formed by the Owner / Occupier and / or Purchasers of the building and/or other structures on the said premises and the Owner and / or Purchasers including the Owner herein agreed to bear and pay the proportionate costs and expenses of such maintenance and management to the Developer or the person for the time responsible for the same.

15. That at the time of handing over the possession of the Schedule "A" property, the land owners herein clear all taxes and outgoings and conversation of land, no objection certificate from A.P.C.S. along with all proceedings.

16. That the Developer herein will execute deed of Amalgamation at their own cost this schedule property with adjacent land.

ARTICLE – "IV"

[DEVELOPER'S OBLIGATIONS]

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

1. That the Second Party / **DEVELOPER** shall develop and construct the said RCC residential building in terms of this Agreement and in accordance with the plans sanctioned and approved by competent authority / Rajpur - Sonarpur Municipality. The Approved Site Development Plan, sanctioned Building Plan, structural plan, Layout, No Objection Certificate, Sanction Letter from Rajpur - Sonarpur Municipality, etc shall form part and parcel of this Agreement.
2. That the Second Party / DEVELOPER shall indemnify and keep indemnified the First Party / OWNER from the effect and consequences of any breach or violation on its part in fulfilling obligations under any law or any other contract in connection with the Said Land and / or Building to be constructed on the Said land.
3. The Second Party/ DEVELOPER shall not handover possession of any flat of DEVELOPER'S allocation to anyone before delivery of possession of the First party's / OWNERS share to the OWNER in full satisfaction within the stipulated period. The owner shall have right to inspect the procedure of construction of proposed building and her allocated portion in the proposed building by herself or by her nominated person for which the developer must cooperate of every enquiry of the owner.
4. That the Second Party / DEVELOPER shall complete the construction of the multistoried building in all respects entirely at its cost, risk and responsibility within 30(thirty) months from

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

5. That at the request of the First Party / OWNERS, the building will be named "**UDBODHAN**" which may be prefixed or suffixed with any word as deemed fit by the Second Party / DEVELOPER but with consent of the OWNERS.

6. That the Second party / DEVELOPER shall not do or cause to be done any works / acts or things which may cause disturbance / annoyance / enmity with the neighbors. In case of any disagreements, the DEVELOPER shall resolve the issue bilaterally through mutual discussions with them without involvement financial or otherwise of the First Party / OWNER.

7. That the Second party / DEVELOPER shall develop the Said Land and construct the G+IV storied residential cum Commercial building entirely at his cost in accordance with the plan sanctioned by Rajpur - Sonarpur Municipality.

8. That the entire responsibility for construction of the Ownership building, i.e. payment of construction permission from the Rajpur - Sonarpur Municipality, to prepare site plan and for making or selling of such flats and selection of parties,

etc. shall be exclusively made by the Second party / DEVELOPER.

9. The Developer after completion of the Building shall obtain completion certificate in respect of the Building from the Rajpur - Sonarpur Municipality within the said stipulated period.

10. After obtaining Municipal completion certificate for completion of job, from Rajpur - Sonarpur Municipality the developer should handover the copy of said certificate to the owner unconditionally.

11. The Developer hereby agrees and covenants with the Owner not to deviate any of the provisions or rules applicable for construction of the said Building.

12. During the construction phase, all expenses including electricity charges, water charges, municipal taxes, etc will be borne by the DEVELOPER. The DEVELOPER shall also adequately insure the building at its cost against all possible risks till the OWNER allocation is registered in the names of the OWNER or its nominees at costs by the Developer.

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

14. The Developer has full right of amalgamation with the adjacent land of the land owner's property.

ARTICLE: "V"**(DEVELOPER'S RIGHTS)**

1. In consideration of the Developer having agreed to construct, effect and complete a new Building of first class construction as per agreed specification on the said LAND in accordance with the plan sanctioned by the Rajpur-Sonarpur Municipality at its own costs and sole liability and responsibility and in further consideration of the Developer having agreed not to charge towards construction of Owner's allocation as provided hereinafter, the Owners have agreed to grant exclusive right to development of the said premises on the terms and conditions hereinbefore and hereinafter appearing.

2. The Developer acting on behalf of and as Attorney of the Owner shall at the exclusive cost of the Developer from time to time submit the Building Plan sanctioned by the Rajpur-Sonarpur Municipality to any other Authority for clearance or approval of the plan or may or shall be required for the construction of the Building on the said premises. The Developer shall cause at its own costs and expenses and such changes to be made in the Building plan or otherwise as shall be required by any Authority or to comply with such clearance or approval as aforesaid expeditiously and without delay with Owner's consent.

3. All applications, Plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owner but otherwise at the costs and expenses in all respect

of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited thereof or otherwise required for the construction of the said Building or the said premises **PROVIDED ALWAYS** that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.

4. The Developer during all phases of the project shall abide by all the laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.

5. Without prejudice to the obligations of the Developer to construct the allocations of the Owner, to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats etc. (save and except for such shares therein as be appurtenant to the Owner's allocation) and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owner i.e Owner's allocation) to the persons interested in owning the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payment therefore.

ARTICLE: "VI"**(EXPLOITATION RIGHTS)**

The Owner grant exclusive right to the Developer to construct the said proposed Building in the land referred above and in **SCHEDULE 'A'** below with own finance, risk and responsibility and by allotment, Owner shall be entitled to get the Shall be entire second floor 2 No. 3BHK/3No. 2BHK Flat and one 2BHK flat in the top floor, North - West side and two open car parking spaces in the Ground floor of the proposed Building including undivided proportionate share of the common facilities, utilities and amenities in the said Scheme Plot No. 233, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S. - Sonarpur now narendrapur, Kolkata 700150 in the District of South 24 Parganas. of the proposed building along with proportionate share of land. And non refundable amount of Rs. 50,000/- (Rupees Fifty thousand) only to the land owner of the proposed building along with proportionate share of land and the Developer being entitled to the rest of the total constructed area except Owner's allocation of total constructed Flats, Car Parking Spaces the Developer shall be entitled to obtain necessary advance from such Buyer/s on terms and conditions as the Developer in its absolute discretion deem fit and proper.

ARTICLE: "VII"**(BUILDING)**

1. The Developer shall at its own costs and liabilities construct the G + 4 storied Residential cum Commercial building on

the said premises according to the Building Plan sanctioned by the Rajpur - Sonarpur Municipality.

2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries and the Owner shall in no way be liable for the payment of the same.
3. The Developer is hereby authorized and empowered in relation to the Construction as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owner for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and/or to the Building and other inputs and facilities required for which purpose, the Owner do hereby agree to execute a General Power of Attorney in favour of the designated partner(s) of the DEVELOPER and the Owner shall also sign all such applications and other documents as shall be required by the Developer and other Authorities, for the purpose of or otherwise for or in connection with the construction of the said building for time to time.

ARTICLE: "VIII"

(BUILDING ALLOCATION)

1. Immediately upon the construction of the proposed Building stage by stage and/or its completion or on any parts of the same except Flats, and car parking spaces and covered

spaces as mentioned in the **SCHEDULE 'B'** being the OWNER'S allocation, all other Flats, car parking spaces, covered spaces shall belong to the Developer and the Owner shall not have any right, title, interest, claim and demand whatsoever in respect thereof of the construction, to be made as sanctioned plan mentioned in the **SCHEDULE 'C'**.

2. On completion of the Building and on delivery of said Owner allocation of Flats and Car Parking Spaces and covered spaces etc. in Owner's allocation with the stipulated period to the Owner to their full satisfaction, the Owner shall transfer and convey at the request of the Developer and at the cost of the Developer or Transferees and not at the cost of the OWNER, the indivisible proportionate share of the land in respect of the Flats, and car parking spaces, covered spaces, etc by executing the relevant Deed of Sale / transfer in favour of the Developer or such other person or persons, who may be nominated by the Developer in that regards.

ARTICLE: "IX"

(CONSIDERATION)

The Developer shall construct G + 4 storied Residential cum Commercial building in the said land measuring an area of 5 Cottahs 1 Chittacks more or less according to the Building plans sanctioned by the Rajpur - Sonarpur Municipality. The entire finance for construction of said Building and incidental costs shall be provided by the Developer. The Developer shall have absolute discretion to sell the Flats except the Owner's

allocation of Flats, and Car Parking spaces as demarcated and also proportionate sanctioned area, if achieved and Car Parking Space and covered space in the Building on this terms and conditions.

ARTICLE: "X"

(OWNER'S ALLOCATION)

Shall be entire second floor 2No. 3BHK/3No. 2BHK Flat and one 2BHK flat in the top floor, North – West side and two open car parking spaces in the Ground floor of the proposed Building including undivided proportionate share of the common facilities, utilities and amenities in the said Scheme Plot No. 233, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S. – Sonarpur now narendrapur, Kolkata 700150 in the District of South 24 Parganas. of the proposed building along with proportionate share of land. And non refundable amount of Rs. 50,000/- (Rupees Fifty thousand) only to the land owner.

ARTICLE: "XI"

(DEVELOPER'S ALLOCATION)

Shall mean rest of the total constructed area save and except Owner's allocation in the proposed Building, specified in **Schedule "C"** below: The Developer shall be allocated the rest of the Flat, and Car Parking Space, Commercial Space and except the said Flats and Car Parking Spaces in Owner's allocation, which will be allotted to the Owner. The Developer shall sell the Flats and Car Parking Spaces in its allocation to intending

Purchaser or Purchasers at such price and terms and conditions, proceeds of sale of Flats and Car Parking Space in its allocation shall belongs to Developer.

ARTICLE: "XII"

(MISCELLANEOUS)

1. The Owner and the Developer have entered into the Agreement purely as a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Owner as a Joint Venture or Joint Adventure between the Owner and the Developer and not in any manner constitute an Association of persons. Each Party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, executors, administrators, representatives and assigns of the Parties hereto.

2. As and from the date of handing over after completion of the Building, the Developer and/or its Transferees and the Owner and/or their Transferees shall each be liable to pay and bear levies payable in respect of their respective spaces as assessed by the Rajpur – Sonarpur Municipality and/or other Authorities.

3. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the Parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration under the