

Shubho Laxmi Real Estate

(8)

SHUBHO LAXMI REAL ESTATE

① Salymati Chak

② Bignipara, Ber

③ Samit Mukherjee

Partner

10) Relying upon the said representations, the Developer accepted the owner title in the property as clear and marketable and on such satisfaction and acceptance and the Developer has agreed to develop the total land or approximately 37 decimal of the schedule premises, to complete the project, and do the work as and on the term hereunder.

NOW IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES

HERETO as below:-

- 1) In consideration of the owner having agreed to the Developer the exclusive right to develop the said approximately 37 decimal of the said premises, the Developer has agreed to build the said proposed building at his own cost and expenses without calling upon to contribute any amount whatsoever for the said building from the owner.
- 2) The owner have appointed the Developer as developer of the premises as desired by the Developer on the terms and conditions herein contained.
- 3) The owner of the premises shall be responsible in the following manner.
 - a) Simultaneously with the execution hereof the owner shall permit inspection of the original copies of the title deed and other papers relating to the premises as and when required.
 - b) At any time thereafter the owners shall allow the Developer to enter upon the premises and do all the works relating to the construction of the proposed new building as per sanctioned building plan immediately upon the developer obtaining procession of the said premises strictly for the purpose of development under this agreement without claiming any other rights there under.
 - c) Nothing in this agreement shall be construed or be deemed to be construction as a demise or assignment of, transfer by the owner of the said premise of any part thereof to the Developer or to create any right, title or interest in respect thereof unto and in favour of the Developer other than merely a license or permissive right to the Developer to effect construction thereon in due compliance with all statutory or other formalities in order to commercially exploit the part of the new building being the Developers allocation strictly in the manner and on the term hereafter provided.

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