

or Central Government Authorities and statutory or other bodies required for the construction and use of the Project, at its own cost.

26. **The Developer shall be entitled:-**

- i) To effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion;
- ii) To charge, demand, receive or realize any Extras or Deposits in connection with all or any Common Portions as stated in the **THIRD SCHEDULE** hereunder written.

27. The Developer shall be free to impose restrictions and conditions for the use of the Common Portions for the transferees.

28. **SUPER BUILT-UP AREA:** The super built-up area in respect of all the Units in the Project shall be such as shall be determined by the Developer and in the matter of any measurement the decision of the Architect shall be considered and binding upon the parties.

29. **GENERAL AUTHORITY:** The Developer shall be authorised and empowered in its own name, in so far as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Rajpur Sonarpur Municipality from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Project Property or any portion thereof and/or for obtaining any utilities and permissions.



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30. **DESIGN AND CONSTRUCTION TEAM:** The Architect, Design Consultant, Structural Engineers, Mechanical Engineers, Contractors, Sub-Contractors and the entire team of people required for Planning and Constructions at the Project Property shall be such person as may be selected and appointed by the Developer and the terms and conditions with them shall be decided by the Developer. The Developer may adopt such process for selection of the team as it may consider proper. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.
31. **TIME FOR COMPLETION:** Subject to the Owners not being in default in compliance of their obligations hereunder the Developer shall complete the **Development of the property** within 36 months from the date of obtaining sanctioned plan from Rajpur Sonarpur Municipality or from the date of receiving peaceful, vacant and khas possession of the **said property** whichever is later or within such extended time as may be mutually agreed.
32. **The above time Schedule is subject to the Developer not being prevented from carrying out the Development Work for any reasons under FORCE MAJEURE hereunder written.**



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33. **DAMAGE AND PENALTY :**

i) The Developer shall be liable to pay Damage and penalty at the rate of Rs 5000/- per month for non-completion of the project in time.

34. **BOOKINGS:** The Developer shall accept and confirm bookings of any Transferable Area from any Transferee under the Developer's Allocation and if necessary to cancel revoke or withdraw any such booking.

It is agreed that before handing over possession of the Owner's allocation the Developer shall not hand over possession of their allocation or any portion thereof to any third party.

35. **SALE:** The Owners do hereby agree to sell or Transfer and complete the sale and Transfer of their share, right, title and interest of and in the Transferable Areas (including proportionate undivided share in the land of the Project Property) **under the Developer's Allocation** in favour of the Transferees and to sign, execute and register all agreements, deeds of conveyance, documents of sale or Transfer and all other deeds, instruments and writings and to do all acts deeds and things as may be required by the Developer. Provided that the sale deeds in favour of any Transferee shall be executed and registered only upon the payment of the entire Consideration and proportionate Extras and Deposits payable by such Transferee in respect of the Unit or other Transferable Area agreed to be transferred to such Transferee. In all such deeds the Developer shall join as Confirming Party.



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In all cases of transfer/sale of Owner's Allocation the Developer shall sign the Agreement for Sale and Deed of Conveyance as Confirming Party. The Owners shall be free to sell their Allocation without any interference of the Developer.

36. Preparation of Documents & Cost of Transfer of Units:

- i) All agreements and documents of transfer or otherwise pertaining to Developer's Allocation shall be such as shall be drafted by the Advocate appointed by the Developer.
- ii) All agreements and documents of transfer or otherwise pertaining to Owner's Allocation shall be such as shall be drafted by the Advocate appointed by the Owners.
- ii) The stamp duty, registration fees, Advocate's fees and other expenses shall be borne and paid by the Transferees.

37. Housing Loan by Transferees:

The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units in the Project from banks, institutions and entities granting such loans. The Developer and the Owners shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as may be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them.



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38. **FORCE MAJEURE:**

Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to :-

- i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action, labour/worker/staff unrest or stop work or strike by them ;
- iii) Shortage/Stoppage in the supply of materials and equipments required in development of the Project for period in excess of 7 continuous days for no fault on the part of the Developer ;
- iv) Injunctions/orders of any government, civic bodies, municipal bodies or other statutory bodies or other authorities restraining the implementation of the Project;
- v) Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project;



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40. Notwithstanding anything elsewhere to the contrary contained in this agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

41. **POWER BY OWNERS TO DEVELOPER :**

The Owners shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer **A.S. CONSTRUCTION**, a partnership firm, represented by its Partners' **(1) Shri Arindam Chowdhury**, son of Shri Snatak Ranjan Chowdhury and **(2) Shri Suman Dasgupta**, son of Himansu Dasgupta to act jointly or severally or as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this agreement (including for preparation and sanction of Building Plans, construction and development of the Project Property, sale or otherwise transfer of the transferable areas) and also otherwise under this agreement.

42. **COMMON RESTRICTIONS:**

- 1). The Transferable Areas in the New Building or Buildings shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Building or Buildings, which shall include the following:
 - (a) No occupant of the New Building or Buildings shall use or permit to be used their spaces or any portion thereof for any



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obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building or Buildings.

- (b) No occupant of the New Building or Buildings shall demolish or permit demolition of any wall or other structure in their respective spaces or any portions, major or minor, without the written consent of **DEVELOPER/OWNER**.
- (c) No occupant of the New Building shall transfer or permit transfer of their spaces or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.
- (d) All occupants of the New Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, if done by them, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (e) All occupants of the New Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective spaces in good working condition and repair and



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in particular so as not to cause any damage to the New Building or Buildings or any other space or accommodations therein and shall keep the other occupiers of the New Building or Buildings indemnified from and against the consequences of any breach.

- (f) The Owners shall be free to develop the other portion of the property and in such case no occupant shall have right to raise any objection to the same and the passage/path way common with occupants of the new building and the Owners shall be used for as passage by foot, vehicle/car with men and materials for ingress to and egress from the other portion of the property occupied by the Owners.
- (g) No occupant of the New Building or Buildings shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the New Building or buildings or any part thereof and shall keep the other occupiers of the New Building or Buildings harmless and indemnified from and against the consequences of any breach.
- (h) No occupant of the New Building or Buildings shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building or Buildings.



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- (1) No occupant of the New Building or Buildings shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or Buildings or in the compound, corridors or any other portion or portions of the New Building or Buildings.
- 2). For the purpose of enforcing the common restrictions and attaining common purposes all occupants of the New Building or Buildings shall permit the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 3) It is agreed between the parties that DEVELOPER & OWNER shall frame a scheme for the management and administration of the New Building and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building or Buildings.

43. **MISCELLANEOUS:**

PROPERTY TAXES AND OUTGOINGS: Until fulfilment of all obligations of the Owners hereunder and delivery of the entire Project Property to the Developer in terms hereof, all taxes and outgoings (including arrears) on account of municipal tax, land-revenue, land tax, electricity charges and others shall be borne and paid by the Owners till the execution of this agreement and those arising for the period thereafter shall be borne and paid by the Developer provided that upon construction or Development at the Project



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Property, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them respectively.

44. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
45. **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer saved harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
46. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the Owners or of the partners of the Developer Firm, this agreement shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal



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representatives of the Owners/Partners of the Developer as if they were parties hereto. In such event the Owners shall grant fresh Power of Attorney, if it is so necessitated.

47. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties.

48. **DEFAULTS OF PARTIES AND CONSEQUENCES:**

UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party and if by any cause in future the Development Work will not started the Owners shall refund the Security Money to the Developer.

49. **NOTICES:**

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.



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50. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage, costs & expenses caused due to such breach.

51. **ARBITRATION:**

All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Project Property or determination of any liability shall be referred to sole arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. The Arbitration sittings shall be held at Kolkata.

52. **JURISDICTION:**

The Courts at Kolkata alone shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these present between and parties hereto.

53. Any change in constitution of partnership of the Developer Firm shall be done with consent of the Owners.

54. Any documents relating to this agreement shall be mutatis & mutandis to this agreement.



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55. This Agreement commences and shall be deemed to have commenced on and with effect the date of execution, as mentioned above (commencement date) and this agreement shall remain valid and in force till all obligations of the parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

- : THE FIRST SCHEDULE ABOVE REFERRED TO : -
(Project Property)

ALL THAT piece and parcel of land measuring about 4 Cottahs 10.5 Chittaks land in R.S. Dag No. 40, under R.S. Khatian No. 502, at Mouza - Sonarpur, J. L. No. 39, within the limits of Rajpur - Sonarpur Municipality, Ward No. 13, Holding No. ~~X~~, P.S. & A.D.S.R.O. at Sonarpur, District - 24 Parganas (S).

THE SECOND SCHEDULE ABOVE REFERRED TO
(Common Parts And Portions)

SECTION-A

1. AREA :

- i) Entrance and exit to the premises and the new building and existing building through the passage/path way common with Owners/ Occupants of other portion of the property.
- ii) Durwans room, common toilet/urinals if any.
- iii) Boundary walls and main gate of the premises.
- iv) Staircases and lobbies on the floors including Ground floor.
- v) Entrance lobby, except car parking space, electricity/ utility/ Generator/Pump/Motor/Office/Store room(s)



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- vi). Well, landings, Lift, lift machinery rooms, staircases etc.
- vii). Overhead tank/ under ground Reservoir

2. **WATER, PLUMBING AND DRAINAGE:**

- i) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any **FLAT/ UNIT** and/or exclusively for its use).
- ii) Water supply systems and water treatment plant.
- iii) water pump and overhead water reservoir togetherwith all common plumbing installations for carriage of water (save only those as are within the exclusive area of any **FLAT/ UNIT** and/or exclusively for its use).

3. **ELECTRICAL INSTALLATION:**

- i) Transformer, Switchgear, Air Circuit Breaker, Electrical wiring, WBSEB/CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any **FLAT/ UNIT** and/or exclusively for its use).
- ii) Lighting of the common portions.

4. **OTHERS:**

Such other common parts, areas equipments, installations, fittings, fixtures and spaces or amenity to be used in common in or about the premises and the new buildings as are necessary for passage to and/or user of the FLAT/ UNITS in common by the Co-Owners excepting those which have been exclusively allotted to a FLAT/ UNIT Owners.



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THE THIRD SCHEDULE ABOVE REFERRED:
(Extras And Deposits)

1. **EXTRAS** which shall include all costs, charges and expenses on account of :-
- a) HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider;
 - b) one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like);
 - c) setting up or providing any common portion or facility either forming part of or in variation and/or addition to those mentioned in the SECOND SCHEDULE hereinabove written.
 - d) Improved specifications of construction of the said complex over and above the Specifications described in the FOURTH SCHEDULE hereto.
 - e) Fees and expenses, if any, payable to any authority towards any Sale or Transfer Permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.
 - f) Legal Charges ;



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