

3.5 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

3.6 The Schedules shall have effect and be constructed as an integral part of this agreement.

3.7 Words importing a person import also a firm or a corporation.

#### 4. ARTICLE IV – DEVELOPMENT RIGHT

4.1 Subject to what is herein provided and also in consideration of the Developer having agreed to undertake the work of construction and completion of the said New Building and/or Buildings and to incur all costs charges and expenses in respect thereof the Owners have agreed to grant the exclusive right of development in respect of the entirety of the said premises in favour of the Developer in the manner and terms as set out in this Agreement.

#### 5. ARTICLE V – CONDITIONS PRECEDENT – OBLIGATIONS OF THE OWNERS

5.1. Immediately after the execution of this Agreement the Owners shall deliver the peaceful vacant possession of the said premises unto and in favour of the Developer.

5.2. The Developer shall be entitled and is hereby authorised as the Constituted Attorney of the Owners to apply for and obtain all approvals permissions sanctions and consents for construction of the said New Building and/or buildings as may be necessary and/or required in the name of the Owners excepting that all costs charges and expenses for acquiring such consents sanctions approvals and/or permissions shall be paid borne and discharged by the Developer and in no event the Owners shall be liable for payment of any amount in respect thereof and the Developer has agreed to keep the Owners and each one of them saved harmless and indemnified from all acts charges claims actions suits and proceedings in the event of any violation of any permission and / or approval as the case may be.

#### 6. ARTICLE VI- COMMENCEMENT

6.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the execution of this Agreement (hereinafter referred to as the **COMMENCEMENT DATE**).

6.2. Unless terminated in the manner hereinafter appearing this Agreement shall remain valid and subsisting till such time the new building and/or buildings are completed.

#### 7. ARTICLE-VII - CONSTRUCTION AND COMPLETION

7.1 Within the 30 days from the date of Sanction of the said new Building Plan OR getting all other approvals including from HIRA Authority, whichever being later, the





Developer shall start the work of construction and completion of the said New Building and/or Buildings in accordance with the said plan and with such materials and/or specifications recommended by the Architect (details whereof will appear from the Second Schedule hereunder written).

7.2 Subject to force majeure condition as hereinafter appearing the said New Building and/or Buildings shall be completed within 54 (Fifty Four) months from the date of Commencement of Construction, with a grace period of 6 (Six) months ( hereinafter referred to as the **GRACE PERIOD** ).

7.3 For the purpose of completion of the said New Building shall be deemed to have been completed if made fit for habitation and occupation and certified so by the Architect and from the date of such certificate of occupancy being granted by the Architect each party and their respective intending purchasers shall pay and bear the proportionate costs of municipal rates and taxes and their outgoings including maintenance charges **IT BEING EXPRESSLY AGREED** that it shall be the obligation of the Developer to obtain the Completion Certificate from Rajpur Sonarpur Municipality at its own cost within 12 months from the date of issue of Occupancy Certificate by the Architect.

7.4 The Developer shall be liable to make payment of all fees of the architects, engineers, surveyors and other workmen employed for the purpose of construction and completion of the said new building and/or buildings including all sanction fees till issue of Completion Certificate of the project.

7.5 The Developer shall remain fully responsible and liable for any deviation and/or accident taking place during the work of construction and completion of the said new building and/or buildings and has agreed to keep the Owners and each one of them saved harmless and completely indemnified from all costs charges claims actions suits and proceedings .

7.6 The Developer and/or its transferee shall sufficiently indemnify the Owners against all claims, demand, costs, charges, expenses and proceedings whatsoever suffered or incurred by their consequent to the default by the Developer or its transferees.

7.7 The Developer shall at its own costs and expenses and without creation any financial or other liability on the Owners, construct and complete the said New Building/s in accordance with the said plan and any amendment thereto or modification thereof made or caused to be made by the Developer with the consent of the Owners subject to sanction of the appropriate authorities.



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7.8. it is hereby also agreed by and between the parties that all the expenses made by the owners till the execution of the agreement, for the purpose of development of land of the said premises and against activities relating to getting sanction of building plan such as survey of land, bringing in temporary electric connection, soil testing done, advance payments made to the architect etc and any other incident expenses, shall be reimbursed by the Developer to the Owners since these expenses being part of construction expenses which is to be born by the developer.

7.9. The Owners also agree to sign on papers, documents, plans etc. as may be required by the Developer relating to sanction and construction of the building complex.

#### 8. ARTICLE VIII- CONSIDERATION.

8.1 In consideration of the mutual obligations on the part of the Owners and the Developer, the Developer having agreed to undertake the work of construction and completion of the said New Building/s and to incur all costs charges and expenses in respect thereof it has been agreed that the Developer shall be entitled to get the 80% of sale proceeds made from sale of Flats/Constructed space of the said New Building along with Car Parking spaces, including the undivided share of the land of the said Premises AND (hereinafter collectively referred to as the **DEVELOPER'S ALLOCATION**) and the **OWNERS** shall also be entitled to get the 20% of sale proceeds made from sale of Flats/Constructed space of the said New Building along with Car Parking spaces, including the undivided share of the land of the said Premises (hereinafter referred to as the **OWNER'S ALLOCATION**). It is hereby further mutually agreed by and between the parties that the said sale proceed, which will be deposited to the said escrow account, will be disbursed to the account of the Owners and the Developer by the Bank directly in accordance with the aforesaid 20% and 80% ratio in each and every week till disposal of the sale of the said new Building or as may be decided mutually between the Owners and the Developer.

8.2 To enable the Developer to take up the work of construction of the said new building/s at the said premises and also for the purpose of implementation of this agreement, the Owners hereby empower and authorise the Developer as their legal and constituted Attorney and agrees to execute and register a ~~Power~~ of Attorney in favour of the Developer and/or its nominee or nominees. The Owners shall also empower the Developer and/or its nominee or nominees as their Constituted Attorney to sign and execute all agreements for Sale, deeds and other documents related to sale and transfer of Flats to be constructed in the new buildings or to deal with them in any manner it deems fit.



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8.3 Only the Developer shall be entitled to deal the negotiation with the intending purchaser/purchasers at their absolute discretion and shall be entitled to enter into agreements for sale, transfer, lease and /or in any manner they deem fit in respect of the said Premises, it being expressly agreed that for the purpose of entering into such agreements for sale, transfer or lease in respect of ANY Flat/Constructed Spaces and Car Parking Spaces in the said new building/buildings with any intending purchaser and/or purchasers the consent of the Owners shall not be required and this agreement by itself shall be treated as the consent PROVIDED HOWEVER that in the event of the Owners are required to be the Vendor for sale of the undivided proportionate share of the land comprised in the said premises then they shall join in and sign and execute all deeds documents papers and instruments as may be necessary and/or required.

8.4 Any amount received by way of consideration in respect of sale and transfer by the parties hereto in respect of said new building/s shall belong to the both the parties herein in accordance with their allocation hereinabove recited and the entire sale proceed shall be divided in according to their respective allocation periodically.

8.5 The Developer and the Owners shall jointly execute all the Agreement and/or any transfer Deed and/ or sale Deed to the Intending purchaser and receive any consideration and/or part consideration from such Agreement and/or transfer Deed and/ or sale Deed from such intending purchasers.

#### 9. ARTICLE IX- HOUSE RULES

9.1 The Developer shall be entitled to receive directly all deposits (both refundable and non-refundable) expenses, if any, for providing common facilities / amenities such as Generator, Club facility, Community Hall, cost for getting Electricity connection from WBSEB to the project including cost of transformer supplied by WBSEB, intercom, sinking Fund, Maintenance charges etc from the intending flat purchasers. Such amounts shall not be shared with the Owners and the Owners will not have any claim over the same.

9.2 It is hereby agreed by and between the parties herein that all the aforesaid amount which the Developer will collect from the intending purchaser/purchasers for various purpose of the said new building to be lying with the Developer and the Owners shall have no objection thereto. In that event the Owners shall have no responsibilities regarding the maintenance and installation of the aforesaid various parts to the said new building/s.

#### 10. ARTICLE X - TITLE DEEDS AND DOCUMENTS

10.1 Immediately after execution of these presents the Owners shall deposit original copies of the all title deeds and other documents with the Developer, which the Developer



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shall return to the Owners after completion of the project. The Developer shall hand over copy of the title deeds certified to be true copy by a Notary Public, to the Association and/or Syndicate and/or Holding Organization so formed by the Flat Owners of the said New Building and /or Buildings.

#### 11. ARTICLE XI - OWNER OBLIGATIONS

11.1 To co-operate with and assist the Developer in undertaking the work of construction at the said premises.

11.2 To sign and execute all deeds instruments and documents in terms of this agreement;

11.3 To execute the deed of conveyance or conveyances if required in favour of the nominee or nominees of the DEVELOPER or persons procured by the DEVELOPER in respect of the new building and the undivided share of the Land of the said Premises.

#### 12. ARTICLE XII - DEVELOPER'S OBLIGATIONS

12.1 To complete the said new building in accordance with the said plan .

12.2 To remain responsible for any deviation or unauthorised construction.

12.3 Not to claim any reimbursement of the costs charges and expenses on account of the cost of construction in terms of this agreement.

#### 13 ARTICLE XIII - FORCE MAJEURE

13.1 None of the parties shall be regarded as in breach of any of the terms and conditions of this agreement if any of the parties is prevented from performing or discharging its obligations in terms of this agreement because of circumstances beyond its control such as:

- (a) fire or explosion.
- (b) Earth quake and lightning.
- (c) Accumulation of rain water or unforeseen weather condition.
- (d) Riots, civil disturbances, insurgency, enemy action or war .
- (e) Temporary or permanent interruption in the supply or utilities serving the project in connection with the work and if there is no other alternative is available.
- (f) Injunction or orders or any government, civic bodies, Calcutta Municipal Corporation or any other authorities.
- (g) Disturbance created by persons/ local problem for which there is no other alternative but to suspend the work.
- (h) Actual time loss due to force majeure clause will be recovered and the actual time lost due to this will be added to the obligation of all parties in terms of this agreement.



14.

**ARTICLE XIV - DEFAULT**

14.1 The Developer has agreed to complete the work of construction within a period of 54 (Fifty Four) months from the Date of Sanction Plan OR getting vacant possession of the said premises, whichever is later, with a grace period of 6 (six) months.

15

**ARTICLE XV - NEGATIVE COVENANTS**

15.1 During the continuance of this Agreement the Owners have assured and covenanted with the Developer as follows:-

- i) Not to create any further charge and/or charges over and in respect of the said premise or any part or portion thereof
- ii) Not to enter into any agreement for sale and /or transfer nor alienate and /or encumber the said premises or any part or portion thereof

16.

**ARTICLE XVI - GENERAL**

16.1 Both the parties shall co-operate and assist each other as may be necessary or be required from time to time for the purpose of construction erection and completion of the said New Building.

16.2 The name of the building shall be such as shall be decided between the Owners and the Developer mutually.

16.3 It is hereby expressly agreed by and between the parties hereto that nothing contained herein is intended to nor the same to be construed as a partnership or joint venture between the parties and it is hereby further agreed and declared that nothing contained herein is a transfer or putting the Developer in possession of the said premises.

16.4 This Agreement is being entered into between the Owner and the Developer as an agreement between the principal to principal.

17.

**ARTICLE XVII - ARBITRATION**

17.1 All disputes and differences between the parties hereto arising out of this agreement or construction or interpretation of any of the terms and conditions contained herein or determination of any liability shall be resolved by way of referring the same to arbitration in accordance with the provisions of the Arbitration and conciliation Act 1996 or any statutory enactment or modification thereafter. In the event of such disputes being referred to arbitration each party shall be entitled to nominate its own Arbitrator i.e. two Arbitrators and the two Arbitrators will appoint the third Arbitrator in accordance with the provisions of the said Act.








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17.2 The Award by the Arbitrators will be given within a period of three months from the date of disputes being referred to arbitration with the intent and object that the work of construction at the said premises is not in any way interfered with.

**THE FIRST SCHEDULE ABOVE REFERRED TO :-**

**ALL THAT** piece and parcel of land measuring more or less 77.46 decimals equivalent to more or less 47 Cottahs, (the split up of the land being :- 26.46 decimals equivalent to more or less 16 Cottahs 18 Sq.ft. out of 66 decimals of land of R.S. Dag No. 3076, L.R. Dag No. 3102, R.S. Khatian No. 1059, + 51 decimals equivalent to more or less 30 Cottahs 15 Chattaks 27 sq.ft. of land of R.S. Dag No. 3012, L.R. Dag No. 3029, R.S. Khatian No. 1090,) together with a cemented flooring semi-pucca cement flooring Asbestos Shed Structure measuring more or less 200 Sq.ft. standing thereon situated and lying at Mouza- Jagaddal, J.L. No. 71, R.S. No. 233, Touzi No. 69, Pargana- Magura, P.S. & A.D.S.R. office at Sonarpur, comprising in R.S. Dag Nos. 3076, 3012, L.R. Dag Nos. 3102 & 3029, appertaining to R.S. Khatian Nos. 1059 & 1090, L.R. Khatian Nos. 4382, 4383, 4384, 4385, 4386, 4387, 4388 to 4389, Holding No.190, School Road, Ward No. 26, under Rajpur- Sonarpur Municipality, Kolkata-700151, District South 24-Parganas together with all easementary.

**BUTTED AND BOUNDED**

**ON THE NORTH :-** R.S. Dag Nos. 3014 & 3013

**ON THE SOUTH :-** R.S. Dag No. 3076(Part)

**ON THE EAST :-** 23 feet wide Jagaddal School Road

**ON THE WEST :-** R.S. Dag Nos. 3075 & 3015.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATIONS)**

**STRUCTURE** - R.C.C. frame structure.

**BRICK WORK** - All external walls will be of 8"/10" brickwork and all internal wall will be 3"/5" bricks as per specification.

**FLOORING** - Vitrified tiles flooring in the living-cum-dinning, Ceramic tiles in bedrooms, Kitchen, Toilets & Balcony.





**DOOR / FRAME** - All doors will be made with flush doors. Main door shall have night latch and the internal doors with mortise handles.

**WINDOW** - All windows shall be fitted with aluminum frames and fitted with glass and locks. Grills will not be provided in the windows.

**WALL INSIDE** - Wall shall be covered with Plaster of paris.

**TOILET WALLS** - Toilet walls will be covered with ceramic tiles up to 6 ft. height.

**WALL OUTSIDE** - All external walls are to be plastered by sand and cement.

**PLUMBING LINE** - All water lines will be of PVC and concealed with standard quality fixtures.

**SANITARY FIXTURES** - Toilets shall be provided with one Western type pan with P.V.C. cistern and a basin of white colour. Tap with overhead shower and other C.P. fittings will be of standard quality. Hot and Cold Water line without geyser in one toilet only.

**ELECTRICALS** - Concealed wiring with good quality copper wiring with points for lights, fans, plug points and modern switches in each bed room and also adequate numbers of light, fan and plug points in living/dining area, one A.C. point in master bedroom.

**KITCHEN** - Kitchen platform shall have black granite with stainless steel sink with tile up to 2 ft. above the platform.

**LIFT** - Lift of good and standard quality.

**INTERCOM** - Intercom facility in each flat.

**GENERATOR** - Generator facility for the common areas of the building and 750 Watt for three bed room flat and 500 Watt for two bed room flat (at extra cost).

**ROOF** - The roof to be coated with water proofing compound.

**WALLS/RAILINGS/GRILLS** - All walls, railings, grills of the common area and the main gate/s. etc. will also be painted with suitable cement based paint for the walls and other suitable quality metal paint for railings, grills etc.



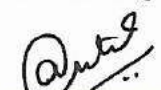
DISTRICT SUB REGISTRAR-III  
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26 MAR 2021

IN WITNESSES WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of:-

1. Umesh Chatterji  
Mahamayapur School/Re  
Guing, Col-87

2. Marun Kanti Chakrabarti  
Baruipur Civil Court

- 1) Umesh Todi
- 2) Shalini Todi
- 3)  (ANIRUDH TODI)  
EVERYOUTH NIRMAN PVT. LTD.
- 4) Umesh Todi  
Director
- 5) Sanyog Todi
- 6) Vineeta Todi
- 7) Shiwangi Todi

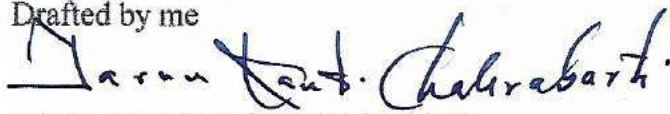
8)   
TODI NIKETAN PVT. LTD.  
Director

SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of:

1. Umesh Chatterji  
Mahamayapur, Col-87

2. Marun Kanti Chakrabarti  
Baruipur Civil Court

Drafted by me

  
TARUN KANTI CHAKRABARTI


Advocate(853/95)

Baruipur Civil Court

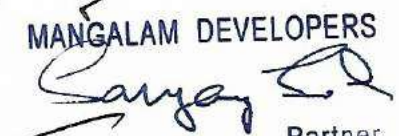
Printed by me

  
Sonarpur A.D.S.R. office

MANGALAM DEVELOPERS


 (ANIRUDH  
Partner TODI)

MANGALAM DEVELOPERS

  
Partner





	Left	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right					


Name **MANISH TODI**

Signature *Manish Todi*

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	Right					

Name **SHALINI TODI**

Signature *Shalini Todi*

	Left	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right					

Name **ANIRUDH TODI**

Signature *Anirudh*

Photo	Left	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right					

Name

Signature



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26 MAR 2021