

conveyances of their allocated portion alongwith the undivided proportionate share of the land.

- 4.4. If the Owners after accepting the possession of Owners' Allocation from the Developers fail and/or neglect to execute and register the Sale Deeds then the Developers will have all rights to get the Sale Deeds executed and registered through proper Court of Law.
- 4.5. It is agreed by both the Parties that the Owners shall have all rights to inspect the day to day progress of the construction of the Building and their suggestions should be regarded by the Developers and its Engineer with regard to the construction.
- 4.6. The Owners will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said Property including rent, property taxes, water and electricity charges, municipal dues, taxes and other outgoings up-to the date of handing over possession the Developers for construction. After hand over possession to the Developers by the Owners, the Developers will be pay and borne all rates and taxes etc. till completion of Project.
- 4.7. The Parties have entered into this Agreement purely on a Principal Basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owners and the Developers nor shall the Owners and the Developers in any manner, constitute as Association of the persons. Each Party shall keep the other Party indemnified from and against the same.

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- 4.8. The parties have agreed that if the additional work of the said multi storied building both the owners and the Developers will bear equally expenses of the said proposed building work.

ARTICLE - V
FORCE MAJEURE

- 5.1. The Developers shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the **FORCE MAJEURE**.
- 5.2. **FORCE MAJEURE** - Shall mean flood, earth quake, riot, war, storm, tempest, civil commotion strikes lock-out, local disturbance.

ARTICLE-VI
JURISDICTION

- 6.1. Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement, including the Arbitration Proceedings etc. will be at Kolkata Jurisdiction.

BE IT MENTIONED the Developer is having full right and absolute authority to construct additional floor over the existing sanction building subject to getting approval from the competent authority concern and in that event the ultimate roof will be common. and the owners have no objection and no monetary claim in this regard.

THE SCHEDULE "A" ABOVE REFERRED TO:

(Entire Land)

ALL THAT piece and parcel of Bastu land measuring about 14 decimals equivalent to 08 (eight) Cottahs, 08 (eight) Chittaks be the same or a little more or less, together with 100 square feet brick built tile shed structure standing thereon lying and situated at Mouza - Rajapur, Touzi No.- 109 J.L. No.-23, under C.S. Khatian No.- 339, C.S. Dag No.- 262, corresponding to R.S. Dag No. 303, within the limits of Kolkata Municipal Corporation Ward No. 102, Assessee No. 311020700754, being K.M.C. Premises No. 75, Chittaranjan Colony - "A", P.S.- Jadavpur, District - South 24 Parganas, Kolkata - 700032 together with the all right of easement through the common passage leading to the main road of the land, which is butted and bounded as follows :

ON THE NORTH	:	18 Chittaranjan Colony
ON THE SOUTH	:	15A Chittaranjan Colony
ON THE EAST	:	Tank of Late Ajit Mondal
ON THE WEST	:	16 feet K.M.,C Road

THE SCHEDULE "B" ABOVE REFERRED TO:

(Owner's Allocation)

The **Owner no.8** Sri Ashok Halder shall get one shop room measuring about 75-80 square feet more or less at the ground floor,
Owner no.9 Sri Ramesh Chandra Halder shall get one shop room measuring about 75-80 square feet more or less at the ground floor,
Owner no.3 Sri Rabindra Halder shall get one shop room measuring

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about 75-80 square feet more or less at the ground floor, **Owner no.7** Smt. Maya Sarkar shall get one self contained residential flat on the ground floor, back side, measuring about 574 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets **Owner no.1** Smt. Jharna Halder shall get one self contained residential flat on the ground floor, back side, measuring about 550 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets **Owner no.8** Sri Ashok Halder shall get one self contained residential flat on the First floor, Flat No. C, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets **Owner no.9** Sri Ramesh Chandra Halder shall get one self contained residential flat on the First floor, Flat No. B, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets **Owner no.10** Smt. Purnima Das shall get one self contained residential flat on the Third Floor, Flat No. C, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets **Owner no.3** Sri Rabindra Halder shall get one self contained residential flat on the Third Floor, Flat No. B, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets **Owner no.4, 5 and 6** namely Biswajit Halder, Surajit Halder and Swapna Das shall get one self contained residential flat on the Fourth Floor, Flat No. B, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets **Owner no.2** Rima Pailan shall get one self contained residential flat on the Fourth Floor, Flat No. C, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets all together with the proportionate share of land underneath and together with all common facilities, amenities

attached at the said proposed multi storied building upon the **SCHEDULE - 'A'** mentioned property and together with forfeited amount of Rs.2,00,000/- (Rupees Two Lakhs) only shall be paid to Jharna Halder at the time of execution of this Development Agreement.

THE SCHEDULE "C" ABOVE REFERRED TO:

(Developer' Allocation)

DEVELOPERS shall get rest portion of the construction of the **SCHEDULE 'A'** property to be erected as per the sanctioned building plan to be sanctioned by the K.M.C together with the proportionate share of land underneath and together with all common facilities, amenities attached in the said multi storied building.

THE SCHEDULE "D" ABOVE REFERRED TO:

SPECIFICATION

GENERAL	:	The building shall be R.C.C. framed structure as per the design of the Architect and Engineer:
Excavation	:	Earth work in excavation of foundation trenches of drains in all sorts of soils including removing, spreading or staking the spoils as directed and including the trimming the sides of trenches leveling dressing* and ramming the bottoms, bailing out water etc. as required complete;

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Earth Filling	:	Earth work in filling in foundation, trenches, plinth etc. with good earth in layer not exceeding 6" at the time including catering and ramming etc. layer by layer;
Foundation Bedding	:	R.C.C. (1:3:6), 3" thick in leveling course for foundation bedding;
Brick Wall	:	All exterior brick works shall be 8" thick of approved quality and C.M. (1:6). All partition walls shall be 3" and 5" thick with bricks of approved quality and C.M. (1:4).
R.C.C. Work	:	Providing and laying concrete mix. (1:2:4) with reinforcement design in foundation, tie beams, lintels, columns, floor beams, floor slabs, stair case, chajja, drop wall etc.;
Floor finish skirting Dado etc.	:	Floor Tiles finish in all the rooms of the building. Cooking platform in kitchen; In toilets cast-in-citu marble floor will be provided with 4" high skirting wall tiles in toilet; . Dado will be 6'-0" high from the 4" high skirting with white glazed tiles in toilet;

Plaster	:	The outside of the building will have plaster 12MM thick (Ave) whereas, the inside plaster will be 20MM thick (Ave.);
Doors and Windows	:	<p>Main entrance Door;</p> <ul style="list-style-type: none"> a) All doors are commercial plywood. b) Wood frame (saal); c) 6" long Aluminium Tower Bolt; d) Electric calling bell point; e) One handle from outside; f) 3 nos. 4" hinges; g) Night Latches; Aluminium tower Bolt 6" long from inside; <p>Other Doors.</p> <ul style="list-style-type: none"> a) Commercial flush door; b) Wood frame (Saal); c) Aluminium Tower Bolt 6" long from inside; d) Two nos. Brass-ring from outside; <p>Windows.</p> <ul style="list-style-type: none"> a) Aluminium window; b) All windows shall have panel sheet glass; c) The windows of toilets shall have glass translucent; d) All window will be provided with M.S. Grill approved by the Architect/Engineer

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Putty finishing and Snowcem	:	The building will be painted externally snowcem. The inside of the building wall have putty finishing on plastered surface;
Toilets & Kitchen	:	<p>One Toilet (Marble)</p> <p>a) Commode toilets white & P.V.C. Cistern;</p> <p>b) One shower point, tap point each toilet;</p> <p>c) One corner basin;</p> <p>d) No outside fittings will be installed by the Developer;</p> <p>Kitchen (Tiles)</p> <p>a) One sink;</p>
Roof	:	<p>1. Roof I.P.S. of approved quality will be provided over the roof;</p> <p>2. 3'-0" high parapet wall will be provided all around the roof slab;</p> <p>3. Suitable asbestos PVC rain water pipe for proper drainage of water from roof;</p> <p>1. 4 light points, 1 fan point and a 15 amp. Plug point and two 5 amp plug point in drawing and dining;</p> <p>2. One fan point, 4 light points and two 5 amp plug point in bed room;</p> <p>3. Two light point each in toilet W.C.</p>