

12.2 Unless prevented by any authority or any Government agency or by an order of any competent court of law and/or any circumstances beyond the control of the DEVELOPER, the DEVELOPER shall complete the said building within 30 (Thirty) months after completion of demolition of the building which is obviously within two months after sanction of the building plan. The said period may be extended for a further period of six months if the situations arise then the said period has been extended for a further period of Six months on payment of penalty of Rs15,000/- (Rupees Fifteen Thousand) only per month.

13.. **OWNERS' ALLOCATION**

Owner's allocation shall mean **ALL THAT** the 50% of the constructed area of the entire proposed new building by way of giving entire First Floor and Second Floor and 50% of the covered Car Parking and 50% of the open Car Parking space in the Ground Floor subject to sanction of the G+IV Storied building after execution of the deed of gift to the KMC in respect of 2.5 meters of land from the First Schedule property together with proportionate share in the land measuring an area of 7 Cottahs 2 Chittaks more or less lying situate at and being Premises

Ashoke Kumar Singh
@Sankar Singh

No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032, District : South 24 Parganas within ward no 95 of the Kolkata Municipal Corporation along with right of user of the common areas and facilities in common with other the Flat Owners of the building. Besides that the Owner shall be entitled to and the Developer will also pay a non-refundable sum of Rs.24,00,000/- (Rupees Twenty Four Lac) only to the Owner of which Rs.10,00,000/- (Rupees Ten Lac) only has been paid at the time of execution of this agreement and the owner has acknowledged the receipt thereof and the balance amount of Rs.14,00,000/- (Rupees Fourteen Lac) only will be paid in the manner following :-

- i. Rs.7,00,000/- only on and within 7 (Seven) days from the date of getting sanction of the building plan.
- ii. further Rs.7,00,000/- only at the time of shifting which is obviously after sanction of the building plan. The Owner will pay /deposit all arrear taxes including Taxes after General Revision to the KMC in respect of the First Schedule Property. 50% of the front portion ultimate roof area will be in the allocation of the Owner and the remaining 50% of the back portion ultimate roof area will

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Shake Kumar Singh

be in the allocation of the Developer.

14.. **DEVELOPER'S ALLOCATION :**

14.1 Developer's allocation shall include the entire remaining portion of the constructed area i.e. **ALL THAT** the 50% of the constructed area of the new building covering entire 3rd Floor and 4th Floor including the ground floor tenant rehabilitation area if any sanctioned by the KMC and 50% of the covered Car Parking and 50% of the open Car Parking space in the Ground Floor in the Ground Floor of the proposed G+IV storied building together with proportionate share in the land measuring an area of 07 Cottahs 2 Chittaks more or less lying situate at and being Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032, District : South 24 Parganas within ward no 95 of the Kolkata Municipal Corporation along with right of user of the common areas and facilities in common with other the Flat Owners of the building.. The Developer's allocation is fully described in the Third Schedule herein below.. The Developer will bear entire costs and /or area to rehabilitate the aforesaid Tenants. 50% of the back portion ultimate roof area will be in the allocation of the Developer. If any area of the building on the Ground floor will be

Shri Kumar Gargal
Shri Kumar Gargal

increased by the KMC for rehabilitation of the Tenants, that will be in the allocation of the Developer over and above the aforesaid allocation.

14.2 The Developer shall have the right to change the nature of use of its allocation. The cost, charges and expenses therefore shall, however, be borne by the Developer and the Owners shall not be responsible and/or liable therefore.

14.3 The Developer shall also be entitled to change the layout of the flats in the allocation of the Developer, by merging the same and/or by reducing the size of the flats, thus increasing the number of flats in the Third and Fourth floor at its sole and absolute discretion subject to approval by the KMC. Needless to add, the cost, charges and expenses therefore shall be borne by the Developer.

15. **LIABILITY EXISTING OCCUPIERS IN THE SAID PREMISES:**

15.1 It has been agreed between the parties that the Developer shall negotiate with the aforesaid tenants and for the purpose thereof, if

Ashok Kumar Singh

Bhaskar Singh

required, the owner shall authorize the developer, to get the properties vacated from the tenant by way of payment of suitable compensation and/or by rehabilitating the tenant in any alternative space and/or in any manner as may be agreed by and between the Developer and the Tenant.

16.. **OWNERS' OBLIGATION:**

16.1 The OWNER shall simultaneously with this indenture execute and register a Development Power of Attorney in favour of the DEVELOPER to deal with of the DEVELOPER's allocation only in terms of this Agreement and with allied matters and with matters required to be dealt with on a day to day basis and for the purpose thereof the OWNER shall also join the deed of conveyance to be so executed.

16.2 The OWNER shall sign and execute and/or register all necessary applications, papers, deeds documents and to do all such acts deeds and things as the DEVELOPER may require in order to legally and effectually vest in the DEVELOPER, or the purchasers of the Developer's allocation in the said properties undivided proportionate share in the land comprised in the said properties and for completing the

Hake Kumar Singh

Rajendra Kumar Singh

construction and erection of the said building in accordance with the sanctioned plan.

16.3 The OWNER shall execute the deeds of conveyance and/or transfer in respect of the undivided proportionate share in the land comprised in the said properties and attributable to and/or forming part of the Developer's allocation in the said building.

16.4 The OWNER hereby undertakes that any person claiming through and/or under him shall not cause any hindrances in the construction of the said building at the said property and further undertake not to take any action, even in the court of law, whereby and where under the smooth construction of the said building is disturbed, subject to providing good building materials as mentioned in the Fourth Schedule hereunder written and making construction in accordance with law, unless the DEVELOPER may go before the appropriate Court of Law for violation of the agreement, which would be detrimental to the development.

Shri. K. S. Chandra
Shri. K. S. Chandra

16.5 The OWNER shall up to the date of handing over possession of the said properties to the DEVELOPER for construction, bear and pay all statutory charges in respect of the said property and the structure thereat. However after delivery of possession of the Second Schedule property OWNER shall be liable to bear entire Taxes and other charges as imposed by the statutory authority in respect of the Second Schedule Property and further Owner shall be solely responsible all new statutory charges, after the new building of owners allocation is completed.

16.6 The OWNER shall hand over vacant possession of the First Schedule Property to the developer immediately on receiving intimation in writing from the developer in connection with alternative accommodation as provided by the Developer to the Owner which is obviously after sanction of the building plan.

17. **DEVELOPER'S OBLIGATIONS:**

17.1 The DEVELOPER shall complete the construction of the said building within a period of 30 (Thirty) months after completion of demolition of the building which is obviously within two months after

Abhishek Kumar Singh
Abhishek Kumar Singh

obtaining sanction plan from the K.M.C as well as after handing over possession unless prevented by force majeure or any other reasons beyond the control of the DEVELOPER or if restrained by an order of court and/or statutory authority. The Developer will be entitled to further maximum 12 months over and above the aforesaid 30 months which is to be treated as a grace period on payment of penalty of Rs15,000/- per month after expire of 36 months.

17.2 The DEVELOPER is entitled to and authorized to demolish the existing structure/s standing on the said premises and all debris, rubble, iron and steel structures, electrical fittings, bricks wooden materials etc accruing there, from will absolutely belong to the DEVELOPER and OWNERS will have no right or claim there over.

17.3 The DEVELOPER shall use good quality materials and fixtures and fittings for constructing the said building as prescribed by the Architect.

17.4 If any deviation is being made by the DEVELOPER during construction of the said building, the DEVELOPER shall be solely

Abdullah Khan
Abdullah Khan

responsible to rectify/regularize the same by paying necessary fees/compensation to the concerned authority before handing over possession of the OWNER'S allocation to the OWNER.

17.5 The DEVELOPER shall simultaneously with handing over possession of the OWNER'S allocation, make over to the OWNER a Xerox copy of the Completion Certificate to be granted by the Kolkata Municipal Corporation.

17.6 The DEVELOPER shall, at it's own cost, charges and expenses, which shall include monthly rent payable, provide to the OWNER one 3BHK flat for alternative accommodation in the same / nearby neighborhood or any other locality acceptable to the said OWNER, before the commencement of construction and erection of the new building till handing over of the OWNER'S allocation free from all encumbrances to the OWNER. Such alternative accommodation will be provided by the DEVELOPER to the said OWNER within 7 (seven) days of obtaining sanction of the building plan from the Kolkata Municipal Corporation. The said OWNER is also entitled to have twelve cheques for twelve months rent as advance for each succeeding month

Ashe Kumar Singh
General Manager

from the DEVELOPER and after completion of said 12 months the DEVELOPER will further issue 12 cheques for rent and this process is to be going on till handing over the possession to the OWNER in the newly constructed building at the FIRST SCHEDULE property free from all encumbrances. The DEVELOPER will also bear brokerage charges for getting alternative accommodation of the OWNERS. The Developer will also provide covered space measuring 400 Square Feet more or less to the Owner for dumping old house hold goods and bear rent too. The Costs for publication in connection with the notification touching the affairs of the First Schedule property.

18.. PERFORMANCE, DEFAULTS & PENALTY :

18.1 In the event, the OWNER fails and/or neglects to comply with his obligations towards fulfillment of the terms and conditions of this agreement in the manner as described hereinbefore, the DEVELOPER shall at its discretion rescind this agreement and the OWNER shall refund to the DEVELOPER it's entire thereof in the said properties till that date together with all costs and expenses (on production of valid documentary evidence) made till then along with damages and in that event, the OWNER indemnify the DEVELOPER

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Handwritten signature: Ramesh Kumar Singh

to pay off all the sums due or payable to the DEVELOPER within 60 (Sixty) days immediately after receiving notice from the DEVELOPER in that respect. If due to any reasons whatsoever the OWNER fail to execute and sign necessary deeds, papers and documents the DEVELOPER shall be at liberty to sue the OWNER for specific performance of the contract.

18.2 If the Developer fails to deliver in undisputed possession of the Owner's allocation in complete habitable condition as mentioned in the Second Schedule herein below in time and/or extended period in that case the Developer will pay to the Owner a sum of Rs.15,000/- (Rupees Fifteen Thousand only) per month in addition to the monthly rent towards compensation for the defaulting period after expire of 36 months after completion of the demolition of the building as aforesaid.

19. MISCELLANEOUS:

19.1 It has been agreed between the parties that the Developer shall endeavor to persuade the tenant to vacate the Tenanted portion in connection with the First Schedule Property, so that the Developer will be able to start erection of the said building thereat as early as possible.

Bhikesh Kumar Jangra
Bhikesh Kumar Jangra

19.2 Any notice required to be given by the OWNER or the DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served either on the OWNER or the DEVELOPER if delivered by hand and duly acknowledged or sent by prepaid speed post with acknowledgement due and be deemed to have been served on the OWNER or the DEVELOPER if sent to the respective address of the party.

19.3 None of the parties hereto shall do any act, deed or thing whereby and where under the other party is prevented from enjoying and/or dealing with its respective allocation in terms of this development agreement.

19.4 Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this development agreement.

Shri Kumar Singh
Rajendra Kumar Singh

19.5 In case, after commencement of construction it is found that the said property or any part thereof is affected by any acquisition, requisition or alignment by the State or Central Government or any other public body, then and in such event this agreement shall automatically stand terminated and the aggrieved party shall be entitled to damages from the other party

20 JURISDICTION:

20.1 The matter touching this agreement including the interpretation of the terms hereto shall be referred to arbitration of two arbitrators of which one Arbitrator to be appointed by the owner and the other Arbitrator to be appointed by the Developer and before reference the Arbitrator shall jointly appointed a Referee

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the land measuring an area of Seven Cottahs Two Chittaks more or less together with two storied building standing thereon ground floor having an area of 2500 Square feet more or less and First floor having an area of 2875 Square feet more or less lying situate at and being Premises No.41A, Jadavpur Central Road, Police

Abul Kalam Azad
Abul Kalam Azad

Station Jadavpur, Kolkata 700032, District : South 24 Parganas within Ward No.95 of the Kolkata Municipal Corporation along with all right of easement attached thereto butted and bounded by:-

ON THE NORTH : Premises No.41A/1, Central Road (Jadavpur) and Premises No.41A/2, Central Road (Jadavpur) ;

ON THE EAST : 20 feet wide K.M.C Road ;

ON THE SOUTH : 12 feet wide K.M.C Road ;

ON THE WEST : Vacant land ;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

ALL THAT the 50% of the constructed area of the entire proposed new building by way of giving entire First Floor and Second Floor and 50% of the covered Car Parking and 50% of the open Car Parking space in the Ground Floor subject to sanction of the G+IV Storied building after execution of the deed of gift to the KMC in respect of 2.5 meters of land from the First Schedule property together with proportionate share in the land measuring an area of 7 Cottahs 2 Chittaks more or less lying situate at and being Premises No.41A,

Abhishek Kumar Gargua
General Manager

Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032,
District : South 24 Parganas within ward no 95 of the Kolkata Municipal Corporation along with right of user of the common areas and facilities in common with other the Flat Owners of the building. Besides that the Owner shall be entitled to and the Developer will also pay a non-refundable sum of Rs.24,00,000/- (Rupees Twenty Four Lac) only to the Owner of which Rs.10,00,000/- (Rupees Ten Lac) only has been paid at the time of execution of this agreement and the owner has acknowledged the receipt thereof and the balance amount of Rs.14,00,000/- (Rupees Fourteen Lac) only will be paid in the manner following :-

- i. Rs.7,00,000/- only ~~on and~~ within 7 (Seven) days from the date of getting sanction of the building plan.

further Rs.7,00,000/- only at the time of shifting which is obviously after sanction of the building plan. The Owner will pay /deposit all arrear taxes including Taxes after General Revision to the KMC in respect of the First Schedule Property. 50% of the front portion ultimate roof area will be in the allocation of the Owner and the remaining 50% of the back portion roof area will be in the allocation of the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO

Abdullah Kumar Sengupta
Chairman

(Developer's Allocation)

ALL THAT the 50% of the constructed area of the new building covering entire 3rd Floor and 4th Floor including the ground floor tenant rehabilitation area if any sanctioned by the KMC and 50% of the covered Car Parking and 50% of the open Car Parking space in the Ground Floor in the Ground Floor of the proposed G+IV storied building together with proportionate share in the land measuring an area of 07 Cottahs 2 Chittaks more or less lying situate at and being Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032, District : South 24 Parganas within ward no 95 of the Kolkata Municipal Corporation along with right of user of the common areas and facilities in common with other the Flat Owners of the building.. The Developer's allocation. is fully described in the Third Schedule herein below. The Developer will bear entire costs and /or area to rehabilitate the aforesaid Tenants. 50% of the back portion ultimate roof area will be in the allocation of the Developer. If any area of the building on the Ground floor will be increased by the KMC for rehabilitation of the Tenants, that will be in the allocation of the Developer over and above the aforesaid allocation.

Anil Kumar Singh
General Manager

THE FOURTH SCHEDULE ABOVE REFERRED TO

Floor of Rooms :

Vitrified tiles 800 X 800mm (Kajaria/Nitco/Johnson/
Somani)/ Marble 2'' X 2''.

Floor of Kitchen:

Marble Slab with Z black Granite on cooking Platform.

Floor of Living / Dining :

Vitrified tiles 800 X 800mm (Kajaria/nitco/Johnson/
Somani) or marble.

Floor of Toilets :

Anti-skid tiles 300 X 300mm.

Toilet Walls :

Tiles up to 7' or door height (with border), Kajaria (18'' X
12''), somani /Johnson/nitco.

Painting & Finishing :

Internal face of the walls – Super white or sunbrand etc.,
J.k. putty, finish with Interior color (land owners portion only).

Exterior walls – Weather Coat.

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@ 20/10/2017

Boundary walls – Weather Coat.

Door:

30 mm – Flash door with polish.

32 mm main door –ply with polish.

Doorframe – Sal wood

Window:

Anodized Aluminum glass with Grill (10 mm) Square bar.

Electrical Fittings:

Copper wire – Finolex / polycab/ Havells or equivalent quality. Switches – Modular, make Crabtree, Havells, M.K, etc.

Sanitary Fittings in toilets:

Light Colour

Neycer/Cera/Porceline/Hind ware/ Parryware

Tap, Bibcock, Pillar cock, Jaquar/Johnson or equivalent etc. with commode Shower & telephone shower.

Tata/Medium GI – hot & cold in all toilets.

Stair Case:

Fully marbled/kota stone/marble with grills and wooden top/Balustrade with polish.

Ground floor:

Citu crazy mosaic/Designed Tiles

Abhijeet Kumar Singh
Pranav Kumar Singh

Lobby:

Designed marble with granite Finish.

Roof Treatment:

Roof tile with treatment of under budding/Citu mosaic/ best quality roof tiles with chemical treatment.

Pumps & Motors:

Pumps and motors of adequate capacity and reputed make with connection with overhead and underground reservoir.

Main gates of New Building:

MS flat/sheet/square bars

Lift & Machinery:

Kone or equivalent make.

Overhead reservoir:

PVC / RCC

Underground reservoir:

Concrete and plastered with chemical treatment.

Common Areas:

Crazy Marble/Mosaic

*** POWER SUPPLY: Electric connection to commensurate with the above to be provided with individual loop arrangements for all flats.

Abdullah Kharaz - Engineer
Abdullah Kharaz - Engineer

Detailed Specification regarding Electrical Point

Power Points :-

- i) Each room to be provided with one fan point, three light points, two 5AMP and one 15 AMP plug points. A.C. point in all Room and Telephone, T.V. point.
- ii) Drawing and Dining – Two fan points, three light points, two 5 AMP and 15 AMP Plug points with 1 no. A.C. point and Telephone and T.V. point.
- iii) Kitchen – One light point, one exhaust Fan Point, Two 15 AMP plug point and Two 5 AMP plug point.
- iv) Toilets – One light point, One 15 AMP plug point and One 5 AMP plug point.
- v) Verandah – One light, One fan point, one Doorbell point at main Door of the flat.

Intercom :

Intercom connection for each flat.

*** Note :

If any extra work or extra charges beside the specification mentioned into the agreement extra charges will be applicable.

Abdullah Khan Jangal
Abdullah Khan Jangal