

4.3 Apart from the aforesaid consideration which has already been made by the Developer to the owners as indicated in first clause i.e. 1 - 11 (a) & (b) of this articles hereinabove written, the Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of developing of the said premises and/or this development agreement and such consideration for all parctical purpose will be deemed to be apparent consideration which are as follows :-

- a] Space allocation to the owners.
- b] Cost charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Madhyamgram Municipality.
- c] Cost charges and expenses in covered for construction, crection and completion of the said new building at the said premises.
- d] Cost, charges and expenses incurred for engaged of Engineer if any.
- e] Fees payable to architect and the Engineers as also fees payable to the Madhyamgram Municipality for the purpose of obtaining necessary permission of sanction of sewerage drainage water connction and any other connctions.
- f] Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the premises.
- g] Cost of supervision of construction of the owner's allocation of the said premises.

ARTICLE - V DEALING OF SPACE IN THE BUILDING

5.1 The Developer shall on completion of the building put the land owners in undisputed possession of the owners' allocation **TOGETHERWITH** all rights of the common facilities and amenities.

5.2 The owners shall be entitle to transfer or otherwise deal with owners' allocation in the building. The Developer shall not put in any interference by any means with or disturb the quiet and peacefull possession of the Owners' allocation.



5.3 The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer the same subject to the provision hereof and the owners shall not put in any way interfere with or disturb the quiet and peacfull possession of the developer's allocation.

5.4 In so far necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning the developer's allocation on shall be in the name of the owners' for which purpose the owners' undertake to give the developer a Registered General Power of Attorney.

5.5 The land owners upon receiving possession of owners' allocation shall execute the Deed of Conveyance or Conveyances in favour of the Developer or in favour of the Developer's nominee or nominees in such part or parts subject to negotiate the adjustable amount if require. The owners' have agreed to join and execute all such conveyance or conveyances which shall be required from time to time in respect of Developer's Allocation in favour of the nominees/agents of the Developer without claiming anythings and the owners' allocation have referred herein above is the full and final consideration in respect of the Development Agreement.

ARTICLE - VI POWER AND PROCEDURE

6.1 The owners shall execute and register a General Power of Attorney and/or give necessary authority in writing in favoure of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance only for Developer's allocation.

ARTICLE - VII TIME

7.1 That the Developer shall be bound to submit the building plan in respect the aforesaid land with a view to make a multi storied building thereon and the Developer shall bound to complete the owners' allocation within 3 (three) years from the date of obtaining sanction plan. And the grace period will be extend for further six months. If the Developer fails to complete the construction within the stipulated period and after the grace period as stated above, the owners shall have every right to take shelter of law against the Developer if necessary. This agreement shall be valid till completion

of the said project and the owners shall have no right to cancel the said Agreement in any way or in any manner.

ARTICLE - VIII NEW BUILDING

8.1 The Developer shall at its own costs construct, and complete the new multi storied building at the said premises in accordance with the sanctioned plan with good and standred materials as may be specified by the Architect and approved by the Developer and the Owners from time to time.

8.2 The Developer shall install, rest in the building at Developer's own cost expensed pump, water storage tank, over head reservoir, electrification.

8.3 That the developer shall obtain the parmanent electricity connection of the entire building from W.B.S.E.D.C.L. including the owners' allocation and intending purchaser/purchasers of the developer's allocation and all are shall pay the proportionate share of the said expenses out of total cost to the developer for the said electRICT connection including all expenses of the electric meter and connection in their respective flats and the owners shall liable to pay the share of installation the electric transformer charges.

In case the developer fails to provide transformer and individual meter to the intending purchaser/purchasers flat out of developer's allocation and as well as owners' allocation due to any reason which are beyond control of the developer, in that case the developer shall provide sub-meters to the intending purchaser/purchasers flat out of developer's allocation and as well as owners' allocation subject to payment of proportionate security deposit by the aforesaid intending purchaser/purchasers. All charges of the said Electric charge shall be paid by the intending purchaser/purchasers to the developer till installtion of transformer.

8.4 All costs, charges and expenses including Architect's fees shall be discharged and paid by the developer and the owners shall bear no responsebility in this context.

8.5 The owners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. It is further agreed by and between the parties

that the owners shall not pay any taxes as Municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the developer from the date of execution of these presents upto the date of handing over owners' allocation. From the date of completion and handing over the possession of the owners' allocation and the developer's allocation, shall be borne in proportionate share all Municipal and other taxes respectively.

ARTICLE - IX OWNER S'RIGHT & REPRESENTATIONS

9.1 The Owners shall deliver, vacant khas possession of the premises to the developer on the date of execution of this agreement and the owners shall bound to hand over all necessary original documents in respect of the land required by the developer for sanctioning of the building plan and for completion of the proposed multi storied building and the developer shall issue a letter confirming such delivery of original documents to the owners.

9.2. The said premises is free from all encumbrances and the owner have a good documents to the Developer for obtaining the sanctioned plan for the completion of the proposed multi storied building.

ARTICLE - X COMMON FACILITIES

10.1. The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the said premises accordingly due as and from the date of execution of this agreement.

10.2. The Owners and the developer shall punctually and regularly pay taxes etc. for their respective allocations. The said rents and taxes to the concern authority or otherwise as may be mutually agreed upon between the owners and the developer.

10.3. As and from date of service of notice of possession the owners shall also be responsible to pay and bear and shall pay to the Flat Owner's Association of this building, the service charges for the common facilities in the new building payable in respect of the owners' allocation such charges are to include proportionate share of premium for the insurance of the building, water, fire and

damaging charges and taxes light sanction and maintainances occasional repair and renewal charges, for all connction and management of common facilities, renovation, replacement, repair and maintainances chargeable expenses for the building and for all common wiring pipes electrical and mechanical equipments, pumps motors and other electrical and mechanical installation, appliances, stairways and other facilities whatsoever as may be mutually agreed from time to time.

10.4. Any transfer of any part of the owners' allocation in the new building shall be subject to the other provision thereof and the owners shall there after be responsible in respect of the space transferred to pay the said rents and service charges for the common facilities.

ARTICLE - XI OWNER S' OBLIGATION

11.1. The owners' allocoation in the building shall be subject to the same restrictions and use as applicable to the developer's allocation in the building intended for common floor and ceiling etc. In each of their respective allocation in the building in good working conditions and repair and in particular so as to cause any damage to the building or any other space or accomodation therein and shall keep the other and/or the occupants of the building indemnified from and against the consequence of any breach.

11.2. The Owners shall permit the developer and it's servants and agents with or without workman and other at all reasonable time to entire into upon his owner's allocation and every part thereof for the purpose of maintainance remaining any part of the building and/or for the purpose of repairing maintaining repairing lighting and keep in order the purpose of building down maintaining repairing and testing drainage and pipes electric wires and for the purpose of repaining maintaining cleaning lighting and keep in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric warie and or for the similar purpose.

ARTICLE - XII COMMON RESTRICTIONS

12.1. The owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the proposed building for the benefits of all occupiers of the building which shall include as follows:-

12.2. Neither party shall use or permit to be used the respective allocation in the said building or any portion thereof for trade or activity nor use thereof for any purpose which cause any nuisance or hazard to the other occupiers of the building.

12.3. Neither party shall demolish any wall or order structure in their respective allocation or any portion thereof or make any structural alteration thereon without the previous consent or others in this behalf.

12.4. Neither party shall transfer or permit to transfer of his/her/their respective allocation or any portion unless such party shall have observed and performed all the condition on their respective part to be observed and/or performed the proposed transferred shall have given written undertaking to the terms and consitions hereof and of these presents and further that such transfer shall pay all and whatsoever shall be payable in relation to the area in their possession.

12.5. Both the parties shall abide by all laws, bye-laws rules and regulations of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviations, and/or breach of any of the said laws, bye laws and regulations.

12.6. The respective allocation shall keep the interior walls, sewerage, drains, pipes and other fitting and fixtures and appurtanances building at the said premises by the Developer.

12.7. The owners hereby agree and covenant with the developer not to do any act, deed or things whereby the developer may be prevented from selling assigning and/or disposing of any of the developer's allocated portion of the building at the said premises.

ARTICLE - XIII DEVELOPER'S OBLIGATION

13.1. The developer hereby agree and covenants with the owner not to violate or contravenes any of the provisions of the rules applicable to construction of the said building.

13.2. The developer hereby agrees and covenants with the owners not to any act, deed or things whereby the owners are prevented from enjoying, selling assigning and/or disposing of any owners' allocation in the building at the said premises.

ARTICLE - XIV OWNER S'INDEMNITY

14.1. The owners hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference of disturbance provided the developer performs and fulfill the terms and conditions herein contained and/or part to be observed and performed.

ARTICLE - XV DEVELOPER'S INDEMNITY

15.1. The developer hereby undertake to keep the owners indemnified against all third party claim and actions arising out of the any sorts of act or occupation commission of the developer in relation to the construction of the said building.

15.2. The developer hereby undertake to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's allocation with regard to the development of the said premises and/or for any defect therein.

ARTICLE - XVI MISCELLANEOUS

16.1. Immediately upon the developer obtaining vacant possession of the premises for the development shall fix its hoardings and banners and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authorities.

16.2. It is understood that from time to time to facilitate the construction of the said building by the developer various act, deeds, matters and things not hereby specified may be required to be done by the developer for which the developer may need the authorities of the owners and various applications and other documents may be required to be signed or made by the owner related to which specific provisions may not have been mentioned herein. The owners hereby undertake to do all such acts, deeds, matters and things and when required and the owners shall execute any such additional power of attorney or authorisation as may be required by the developer for any such application and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners and/or against the spirit of these presents.

16.3. The owners shall not be liable for any income tax wealth tax or any other taxes in respect of the developer's allocation and the developer shall be liable to make payment of the same and keep the owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.

16.4. Any notice required to be given by the developer to the owners shall without prejudice to any other mode of service available be deemed to have been served on the owners if delivered by hand and duly acknowledge and shall likewise be deemed to have been served on the developer by the owner if delivered by hand and acknowledge or sent by prepaid registered post with due acknowledge to the registered office of the developer.

16.5. The developer and the owners shall mutually decided for the management and the administration of the said building and/or common parts thereof after the completion of the said building.

16.6. That the Developer shall bear cost of completion certificate for obtaining the same from the Madhyamgram Municipality. After completion of the proposed building assement taxes which to be fixed by the Madhyamgram Municipal Authority to be borne by the owners/unit holders and the developer

ARTICLE - XVII SHIFTING

17.1. That the developer shall bear the cost of shifting Rs. 5,000/- as rent per month negotiation basis of the owners to any other rental place and the Developer shall pay monthly rent to the land owners and they also received the same with issuing a receiving slip in respect of the same month by month for the rental house till date of hand over the possession of owners' allocation and after serving of notice to the owners if the owners shall fails and neglect to take possession after expiry of the stipulated period in the said letter of possession, the developer shall not bound to pay any rental charges to the owner, it is mention here that the developer shall profile a good rented accomodation for the owners at it's own cost till the handing over the owenrs' allocation, i.e. on or before completion of said stipulated period from the date of sanction building plain. It is mention here that if any advance amounts is require for rental house that will be pay by the developer but the owners are liable to refund the said amount to the developer at the time of taking position of the owners' allocation.


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ARTICLE - XVIII LEGAL ACTION

18.1. That if any dispute and differences shall arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitrator under Arbitration and Conciliation Act. 1996. On the other hand both parties shall have every right to take shelter of law against each and other for violation the terms and conditions of this Agreement.

ARTICLE - XIX FORCE MAJEURE

19.1. The parties shall not be consideration to be liable for any obligations hereunder to the extent that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligation during the duration of the force majeure.

19.2. FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest civil commotion strike and/or any other act of commission beyond the control of the parties hereto.

19.2. FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest civil commotion strike and/or any other act of commission beyond the control of the parties hereto.

FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring about 4 cottah 8 chittak more or less lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Re-Sa No.- 6, Touzi No.- 146, Sabek Khatian No.- 102, Hal L.R. Khatian No.- 1997, Dag No.- 346, Hal L.R. Dag No.- 987, under Police Station Barasat at present Madhyamgram and Additional District Sub-Registry Office at Barasat, in the District of North 24 parganas within Madhyamgram Municipality, under Ward No.- 22, Holding No.- 158 L.I.C Road which is butted and bounded as follows :-

On the North	:	Land of Ashis Mukherjee & Maya Rani Mukherjee
On the South	:	Land of Kamal Chatterjee & others
On the East	:	27' wide Municipal L.I.C. Road
On the West	:	Land of Pabitra chowdhury & others

SECOND SCHEDULE REFERRED TO ABOVE

(Owner's Allocation)

LAND OWNER S'ALLOCATION shall mean the Developer shall liable to hand over two flats of the constructed area as per plan sanctioned out of total constructed area of the proposed multi-storied building as follows:-

a) One habitual residential flat on the first floor measuring about 1000 Sq.ft. super built up area in deffierent side and One habitual residential flat on the Top floor in deffierent side 900 Sq.ft super built-up area.

b) The Developer shall pay non refundable amount of Rs. 25,00,000/- (Rupees Twenty five lakh) only in the following manner:-

i) Rs. 5,00,000/- (Rupees Five lakh) only has all ready been paid by the developer to the owners.

ii) At the date of signing of this agreement Rs. 5,00,000/- (Rupees Five lakh) only.

iii) Further Rs. 5,00,000/- (Rupees Five lakh) only to be paid after casting of second floor roof of the proposed building.

iv) Rest amount of Rs. 10,00,000/- (Rupees Ten lakh) only will be paid after completion of the proposed building and/or before hand over the owner's allocation.

It is mentioned here that if the flat measurment will be varied by physical status, in such case both the parties are agreed to adjust each and other as market price.

THIRD SCHEDULE REFERRED TO ABOVE

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire building (excluding owners' allocation) togetherwith individed proportionate share of land and including the