

At any time hereinafter the Developer shall exclusively be entitled to and/or have the following right:

- a) Subject to the approval of the building plans by the local Municipality to construct the proposed building at the said premises on behalf of Developer and/or the Developer's nominee or nominees and/or their respective transferee or transferees and/or such person or persons interested to acquiring portions of the proposed building or any part thereof and the Owners in any circumstances shall not cause any interference or hindrance during the period of construction of the building by the Developer. The Developer shall arrange for preparing the Building plan by a reputed Architect and obtain sanction from Rajpur-Sonarpur Municipality at their own cost for construction of G+4 or any type of Building(s) with higher number of floors.
- b) To apply for and obtain quotas, entitlements, and/or other allocation of or for cement, steel, bricks and other construction materials or equipment in the name of the Owners but at the cost of the Developer, for the construction of the proposed building.
- c) To apply for and obtain temporary and/or permanent connection for electricity, gas, water, power, sewer, and other connections and/or other lines for essential services and/or utilities required for the building and/or any part thereof.
- d) All costs, charges, and expenses, for carrying out the rights and/or entitlements of the Developer and the Owners in terms hereof, as aforesaid shall be borne and paid by the developer absolutely.
- e) The Owners shall forthwith on being require by the Developer sign, execute and deliver all plans, papers and/or documents to the Developer to enable the Developer to any out effectually the rights and/or entitlement of the Developer hereunder.
- f) The Owners shall also grant and extend all co-operations and/or assistance as may be reasonably required and/or demanded by the Developer from time to time enable the Developer to carry out the right and authorities and/or entitlements of the Developer in terms hereof. Owner shall hand over all original Title Deed, Parcha etc for the purpose of completion of successful project.
- g) For more fully effectuating the rights and/or authorities and/or entitlements of the Developer in terms of these deeds represents the Owners shall simultaneously with the execution of this deeds represents grant in favour of the Developer a General Power of Attorney empowering the Developer with

requisite power for completion of construction and sale and transfer their allocation to the prospective buyers of the flats.

- The Owners further agree to grant in favour of the Developer from time to time such other powers and/or authorities as may be necessary and be reasonably required by the Developer for more fully effectuating the rights authorities and/or entitlements of the Developer in terms of these presents.

ARTICLE-V

DEVELOPER'S OBLIGATION FOR CONSTRUCTION

6. The Developer shall proceed with the preparation and sanction of the building plans and construction of the proposed building and shall commence the construction within three months from the date of sanction of the building plan by Rajpur-Sonarpur Municipality and shall complete the construction within 24 months from the date of obtaining sanction plan subject to force measure reasons litigation, case, legal proceedings, of any nature initiated by any third party and/or because of any default and/or leaches on the part of the Developer and/or reasons beyond the control of the Developer in which event the time to complete the construction of the proposed building shall, subject to consent of the Owners, stand extended from time to time. On expiry of such extended period the Developer shall be duty bound to pay compensation to each unit holder @Rs.5,000/-per month till the time of handing over the possession of the Owners' allocation to the owners.
- a) The specification of construction of the proposed building shall be generally those as are normal in a residential building but shall not be in any way inferior to the specifications as contained in the Schedule 'F' hereunder written.
- b) The construction of the proposed building shall be strictly in accordance with the sanctioned plans or building rules and regulations prescribed under the Municipal Act and the developer firm shall indemnify and keep the owner saved, harmless, and indemnified in respect of any deviation and all action, proceedings, claims, demands, and expenses arising there from.



- c) *The Developer shall be bound and obligated to submit a copy of the sanctioned plan of the building to the Owners before commencement of construction.*
- d) *The Developer shall pay Shifting charge to the owners of each unit @Rs.4,000/- per month from the date of handing over the possession of vacant building to the developer till owners' allocation is handed over to the owners of each unit.*

ARTICLE - VI - POSSESSION

- 7 (a) *Within one month from the day of the execution of these presents the Owners shall put the Developer in exclusive possession of the said premises described in the SCHEDULE 'A' hereunder written. The possession and the rights of the Developer in respect of the said premises by virtue of this agreement hereto and in pursuance hereof shall not be disputed, challenged, disturbed, by the Owners in any manner. Such possession shall be permissive possession only and not possession under Section 53A of the Transfer of Property Act, 1882.*
- (b) *The Developer shall go on paying shifting charges @ Rs 4000/- per month to each unit Holder until and unless they are put into the possession of their respective portion in the proposed building*

ARTICLE - VII - SPACE ALLOCATION AND RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES IN RESPECT THEREOF

- 8. *On completion of construction of the building the Owners and the Developer shall become exclusively entitled to their respective allocations.*
- a) *Upon finalization of the Building Plan for construction of the new building or buildings at the said premises, the Landowners and Developer will choose their respective flats and car parking space mutually and their respective allocation would be covered up by a unit-wise supplementary agreement.*
- b) *The Developer shall in completion of construction of the building give notice to the Owners for taking possession of the Owners allocation and within 7 days from the date of such notice the developer shall transfer possession to the Owners and the Owners shall take to be deemed to have such possession.*

- c) *The Developer shall be entitled to give delivery of possession of the flats, car parking space, shop from the building project to the intending purchaser/purchasers out of Developer's allocation only after giving delivery of possession of the flats to the Owners out of owner's allocation as mentioned herein.*
- d) *The parties hereto shall sign, execute, and perfect all such deeds, documents and/or other papers and writings as may be necessary and be required to enable the Owners to become the absolute Owners of the Owners allocation and the Developer and/or its nominees or their respective transferees to become the absolute Owners of the Developer's allocation.*
- e) *The Owners shall in the manner as may be required by the Developer join as vendors or confirming parties to any agreements, conveyances and other documents that the Developer may decide to enter into with any person or persons in respect of and limited to the Developer's allocation.*
- f) *All amounts receivable under such agreements and/or other documents in respect of the Developer's allocation shall be received by the Developer absolutely and the owners shall have no claim in respect of the said money.*
- g) *The Owners do hereby nominate, constitute and appoint the developer as their true and lawful attorney for the purpose of transferring, selling, conveying and/or assigning only the developers allocation and/or any part or portion thereof and/or any of the interest therein and for the said purpose for signing all writings, agreements, conveyances, and/or other documents and perfecting such deeds, writings, and documents by registration thereof and the Owners do hereby further agree to grant in favour of the Developer or its nominee or nominees such other power and/or authorities as may time to time be required by the developer for the purposes aforesaid.*
- h) *All costs, charges, and expenses for stamp duty and registration charges and all kinds of taxes, levies payable on all such writings, agreements, deeds and/or other documents in respect of the Developer and/or it's nominees shall be borne and paid by the Developer and / or respective*



transferee and those payable for and in respect of the Owner's allocation shall be paid and borne by the Owners.

- b) Each of the parties shall keep the other saved, harmless and indemnified against their respective liabilities and claims, demands, losses, damages, costs, expenses, actions and/or proceeding out of non-payment of the respective liabilities as aforesaid.

#### ARTICLE-VIII- TRANSFER OF THE DEVELOPER'S ALLOCATION

- a) In consideration of the Developer developing the said premises and constructing the Owner's allocation without claiming any costs of construction from the Owners the Developer shall be entitled to their allocation for transfer of their allocation to their nominees absolutely.
- b) The sale, transfer and/or assignment shall be in favour of the Developer and/or it's nominee or nominees and/or their respective transfer or transferees and/or their respective assignees.
- c) The sale shall be completed by such number of conveyances and/or other transfer documents as may be required by the Developer in respect of such portions and/or undivided shares in the land comprised in the premises and/or the building the Developer may at its absolute discretion think fit and proper.

#### ARTICLE- IX - CONSIDERATION

- a) In consideration of the Developer developing the said premises and construction of the building including the Owner's allocation without claiming any costs of construction from the Owners the Developer shall be entitled to exploit the Developers allocation commercially and the Owners having agreed to transfer the Developer's allocation to the Developer and/or its nominee or nominees as aforesaid.
- b) All costs of the construction of the Owners allocation shall be incurred absolutely by the Developer on behalf of the Owners and all such payments for such construction shall be deemed to be payments towards consideration herein. The certificate of completion of construction of the building issued by the architect shall be final and binding upon both the parties and the necessary completion certificate has to be obtained from Jajpur Sonarpur Municipality by the Developer after completion of the project.

- The original title deed and all such documents and papers relating to the title in respect of the said premises shall simultaneously with the execution of this agreement shall be handed over by the owners to the developer on their accountable receipt and the Developer shall be entitled to hold the same till the completion of the construction of the building, after the construction is completed, the said deed and documents shall be delivered to the Owners or owner's association. Each of the parties hereto and/or their men, agents, servants, upon due notice in writing and at their respective costs be entitled to inspect such title deeds and cause production thereof before any authority or authorities as may be required.
- The owners would be entitled to receive adjustable advance of Rs.4, 00, 000/- (Rupees Four Lakh) only from the Developer out of which the owners of unit no.1 and 3 will get Rs.1, 00, 000/- each and the owners of unit no.2 will get Rs.2, 00, 000/- only and that would be adjusted from their respective allocation at market rate.

ARTICLE -XI- MISCELLANEOUS

- The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer but as a joint venture or joint ventures between the Owners and the Developer nor shall the Owners and the Developer in any manner constitute an association of persons.
- The Owners and the Developer have agreed on the following residual clauses for proper and timely implementation of the project.
- a) The name of the Project has been proposed to be "Purna Chandra Apartment" or in any other name as would be chosen by the parties mutually
- b) The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the by the existences of any force majeure as defined in Article -II, Point No. 2 herein above, or on account of legal proceedings initiated by any third party but not due to defaults and/or laches of either of the respective parties and that obligation of the party affected by the force majeure or reasons or any legal proceedings and other unforeseen



circumstances beyond control shall be suspended for such period till the force majeure or reason beyond control would exist.

If from time to time to enable the constructional work of the building by the Developer various deeds, matters and things, not herein specifically referred to may be required to be executed and various other applications and other documents may be required to be signed or made by the Owners relating to which specific provisions have been made herein the Owners authorize the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers and authorities as may be required by the Developer for the purpose and also undertake to sign, execute and affirm all such applications and other documents as may be required for the purpose with prior approval of the Owners and by giving prior information.

- d) Nothing in these presents shall be construed as a demise or assignment or conveyances in law by the owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the Developer other than exclusive license to the Developer firm to develop the said premises and to commercially exploit the terms hereof in respect of Developer's allocation only

That the demolished articles and all building materials, beams, doors/panels, frames, windows(iron and wooden) shall belong to the Developer and who shall be entitled to appropriate the sale proceeds thereof and the Developer shall bear the demolition cost of the existing structures.

That the Owners shall not be responsible or be liable for any default and/or breaches and non-compliances and/or, commission or commissions on the part of the Developer in any manner whatsoever without excluding anything in particular but including all acts relating to construction and incidental thereto.

That the Owners shall not be entitled to assign rights and entitlements of this agreement save and except sale/ transfer of flats out of their respective allocation.

That the Developer shall be fully entitled to assign all its rights, benefits, and entitlements arising out of this agreement by itself or by their nominees save and except exclusive right of construction/ development of the said premises granted to the Developer by the Owners in terms of this agreements.

That the Owners shall be entitled to inspect freely the constructional work including materials used by the Developer or by appointing any competent person/persons and the Developer shall not raise any objection to such inspection and shall be bound to rectify the defects/deficiencies noticed by the inspector or any owner.

Notwithstanding anything contained in the agreement herein above, be it specially provided that the ultimate period during which the project shall be completed by the Developer in all respects up to and including obtaining of occupancy certificate shall under no circumstances exceeds 24 months to be computed, from the date of commencement of construction and/or obtaining sanction plan . If in case, the Developer fails to complete construction as above, in such case the Owner shall have every right and liability to take necessary remedial action as per relevant clause provided herein. However, the said period may be extended up-to 3 months on mutual consent

k) It is pertinent to mention here that if any of the parties herein for any reason changes their address, he/she must inform his/her new address to the other Parties in Writing, otherwise any communication, service of notices, summons, letters in the present address shall presumed to be a GOOD SERVICE.

l) Time shall be the essence of this contract and in default thereof, the owners shall have exclusive right to terminate this agreement and to enter upon a fresh agreement with a new Developer on payment of necessary project cost to the present Developer on actual basis.

#### ARTICLE XII- JURISDICTION

14. The High Court at Calcutta and/or Courts sub-ordinate thereto having jurisdiction shall entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

#### ARTICLE-XIII- ARBITRATION

15. In case of any dispute and difference by and between the parties hereto in any way concerning and relating to and/or arising out of this presents the same shall be referred to for Arbitration under the provisions of Arbitration and Conciliation Act, 1996.

#### THE SCHEDULE 'A' ABOVE REFERRED TO

16. THAT piece and parcel of land measuring 11 Cottah 1. Chittak.9 Sq. Ft. (11 decimals) more or less out of entire land measuring about 30 Decimal in



R.S. Plot No. 346 within District - South 24 Parganas, P.S. and S.R. - Sonarpur, Mouja - Harinavi, J.L. No. 36, Pargana - Medonmalla, R.S No 151, Touji No 109 within C.S. Khatian No.105, 85., C.S. and R.S Dag No. 346, R.S. Khatian No. 94, 1374, 1371, 1373, at present within Rajpur-Sonarpur Municipality, Ward No. 18, butted and bounded by:

ON THE NORTH: House of Late Kalipada Roy Chowdhury

ON THE SOUTH: Pond & G+4 Building of Chitra Roy Chowdhury & Others.

ON THE EAST: Land of Late Satya Charan Ghosh.

ON THE WEST: N. S. Road & 2 storied building of Sajal Roy Chowdhury.

THE SCHEDULE "B" ABOVE REFERRED TO

(OWNER'S ALLOCATION)

ALL THAT :

- (A) For Owners of Unit No.1 as aforesaid : 43 % of the FAR ( covered area) as per proposed sanction plan to be calculated upon their 3 satak more or less (1205 sft) bastu land including common passage and apart from that Shyamal Kumar Roy Chowdhury shall get another 43% as per proposed sanction plan to be calculated upon his 300 sft of bastu land.
- (B) For Owner of Unit No.2 as aforesaid : 43 % of the FAR ( covered area) as per proposed sanction plan to be calculated upon their 7 satak more or less including common passage (3211 sft) bastu land
- (C) For Owner of Unit No. 3 as aforesaid : 43 % of the FAR( covered area) as per proposed sanction plan to be calculated upon their 7 satak more or less including common passage (3262 sft) bastu land

The allotment to be made to the Owners together with proportionate right, title, interest, in common areas, facilities and amenities as mentioned in Schedule "B" hereinafter includes the right to the use thereof.

THE SCHEDULE "C" ABOVE REFERRED TO

(DEVELOPER/2<sup>ND</sup> PARTY'S ALLOCATION)

ALL THAT remaining 57% area of the building project of the premises after providing the Owner's allocation aforementioned with proportionate right, title, interest in common area and facilities including the right to the use thereof as described in SCHEDULE "D" hereinafter.

THE SCHEDULE "D" ABOVE REFERRED TO

COMMON AREAS AND FACILITIES

1. Entire roof, corridors, Common paths, passage, courtyard and main entrances to the premises and to the building.
2. Common boundary walls and main gate.
3. Drainage and sewerage and all pipes and other installations for the same (except only those as the as the installed within the exclusive area of any unit and/or exclusive for its use).
4. Electrical installations and its room and/or meter room, electrical substation (if any) and all electrical wiring excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use.
5. Stair-case, stair-landing, and/or middle landings on all floors in the building.
6. Lobbies on all floors of the building and entire roof of the building.
7. Deep tube-well and/or corporation water and its installations.
8. Water pumps and water pumps room reservoir, water tanks and all plumbing installations for carriage of water (save only those as the exclusively within and for use of any unit) to and/or in respect of the building.
9. Lift, Darwan Room, Swimming pool if any.
10. Such other common parts, areas, equipment, installations, fittings, fixtures, and spaces or in or about the premises and the building as are necessary for passage to and/or user of the units in common by co-owners.

THE SCHEDULE "E" ABOVE REFERRED TO

COMMON EXPENSES

1. All costs of maintenance, operating, replacing, repairing, white washing, paintings, decorating, re-decorating, re-building, re-constructing, lighting the common portions in the building including their own walls.
2. The salary of all persons employees for the common purposes including darwan and security personnel.



2. All the costs and deposits for supplies of common utilities to the co-owners in common.
4. Municipal tax, water tax and other levies in respect of the premises and the building save and except those which are separately assessed for units.
5. Costs of formation and operation of the Owners association.
6. Costs of running, repairs and replacement of generator, transformer (if any) pumps and other common installations including their license fees, taxes and other levies (if any).
7. Electricity charges for the electrical energy consumed for the operation of the common service.
8. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
9. The office expenses incurred for maintenance of office for common purpose.
10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer on to be necessary or incidental or liable to be paid by the co-owners in common including such amount as may be fixed for creating fund replacement, renovation, painting and/or periodic repairing of the common portions.

THE SCHEDULE "F" ABOVE REFERRED TO

(GENERAL SPECIFICATION)

1. Structure: R.C.C. frame structure with R.C.C. foundation, column, beam, slab, staircase etc.
2. Wall: 200 mm. thick brickwork for external walls and 75mm./125mm. thick brick work with wire net for internal walls.
3. Wall: Internal walls and ceiling to be finished with plaster of paris over cement plaster. External walls to be finished with cement based paint of approved design and shade over cement plaster.
4. Floor: furnish, skirting Silver gray Marble in floor and & Dado skirting, bed room, living and dining room, verandah, staircases, lobby, toilet, and kitchen. White ceramic tiles up to 1800 mm. high to dado in toilet and up to 900 mm. high to dado in kitchen.