

with non-refundable /non-adjustable monetary consideration of rupees twenty lakhs(Rs.20,00,000/-) only together with proportionate share of Common Facilities, Utilities and Amenities inclusive of roof of the building as fully and particularly set out in the Second schedule hereunder written.

9. **DEVELOPER'S ALLOCATION** shall mean the remaining 50% of sanctioned constructed area of the building which includes entire first, fourth & sixth floor & 50% of top floor and 50% of covered/open car parking space as per sanction plan on the ground floor of the proposed ground plus seven storied building after allocation to the OWNERS together with proportionate share of Common Facilities, Utilities and Amenities inclusive of roof of the building as fully and particularly set out in the Third schedule hereunder written.
10. **ARCHITECT** shall mean the qualified person or persons as may be appointed by the DEVELOPER for designing and planning of the building to be constructed on the said land.
11. **BUILDING PLAN** shall mean plan or plans or revise thereof to be prepared by the Architect for construction of the proposed ground plus seven storied building to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authority/authorities.
12. **TRANSFER** shall mean with its grammatical variations and shall include transfer of possession and transfer of title or by any other means adopted for affecting what is understood as transfer of space to the Transferees thereof.
13. **TRANSFeree** shall mean a person or persons, firm, limited company, association of persons to whom any saleable space in the building has been transferred under law for residential purpose.
14. **FORCE MAJUERE** shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out and /or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel etc.
15. Words importing singular shall include plural and vice-versa

ARTICLE- II : TITLE AND INDEMNITY

1. The OWNERS hereby declare that they have good and absolute right, title, interest and possession of the said premises to enter into this Agreement with the DEVELOPER .
2. The OWNERS hereby declare that the premises is free from all and any manner of lispendens, charges, liens, claims, encumbrances, attachments, trusts, acquisition, requisition or mortgage whatsoever and the OWNERS hereby agreed to indemnify and keep the DEVELOPER indemnified from and against any and all actions, charges, liens, claims, encumbrances & mortgages.
3. The OWNERS hereby also undertake that the DEVELOPER shall be entitled to construct the proposed building upon the said land as agreed by and between the parties hereto in accordance with the sanctioned building plans or revised sanctioned plan, if any.

ARTICLE -III : DEVELOPER 'S RIGHT

1. The OWNERS grant exclusive right to the DEVELOPER to develop the said land in such manner as the DEVELOPER deems fit and proper in accordance with the provisions herein contained.
2. The OWNERS and DEVELOPER shall take all such permissions, sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.
3. The DEVELOPER shall render the OWNERS all reasonable assistances necessary to apply for and /or to obtain all permissions, clearances and approvals in terms thereof and shall have the discretion to submit the applications, plans and other papers & document and/or to do any other act, deeds, matters and things envisaged herein as Agent for and/or on behalf of or in the name and with the consent of the OWNERS and to directly collect & receive the same from the concerned authorities or bodies any refunds or other payments or deposits made by the DEVELOPER for which purpose the OWNERS shall grant the DEVELOPER and their nominees or successors the necessary power and authorities to sign make file amend, withdraw and/or to follow-up the same and/or to do all other acts, deeds,

matters and things necessary to obtain requisite sanctions, permissions, clearances and approvals as aforesaid.

4. The DEVELOPER shall exclusively be entitled to receive, realize and appropriate the sale proceeds and /or the construction cost with regard to DEVELOPER's allocation of the proposed building, which the DEVELOPER become entitled to receive from the intending purchaser or purchasers of residential flats, covered/open car parking space as per sanction plan in the said proposed building.

ARTICLE-IV : CONSIDERATION

In consideration of the OWNERS having agreed to grant to the DEVELOPER the exclusive right to develop and/or construction of the said proposed building in the manner herein before mentioned, the DEVELOPER has agreed to give, shall mean 50% of the sanctioned constructed area which includes entire second, third & fifth floor & 50% of top floor and 50% of covered/open car parking space as per sanction plan on the ground floor of the proposed ground plus seven storied building to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation complete in all respect together with non-refundable /non-adjustable monetary consideration of rupees twenty lacks(Rs.20,00,000/-) only towards the full and final consideration against the said land to be paid on the day of registration of this agreement.

ARTICLE- V : BUILDING

1. That after execution of this Agreement, the DEVELOPER shall apply and obtain Land Ceiling Clearance from the Urban Land Ceiling Authority in respect of the said property within thirty (30) days from this Agreement and after obtaining Land Ceiling Clearances shall submit building plan for obtaining sanction from The Kolkata Municipal Corporation within three(3) months from Land Ceiling Clearances and the construction of the proposed ground plus seven storied building will be completed by the DEVELOPER with twenty four(24) months from the date of sanction of building plan.
2. The DEVELOPER shall at its own cost or by raising funds from the prospective buyers out of DEVELOPER 's allocation or in the manner it considers necessary for which it is hereby agreed between the parties

prospective buyers for transfer out of the total built-up area of the DEVELOPER 's allocations excepting the OWNERS portion in the building to be constructed on the land comprised in the said premises in accordance with building plan approved by the Architect and duly sanctioned by the Kolkata Municipal Corporation or revise thereof with good materials as are necessary for such construction and specifications must not be below as mentioned in the Fourth Schedule hereunder written and also in good workmen like manner within a period of twenty four(24) months from the date of obtaining sanction of the building plan.

3. The DEVELOPER shall also install and provide in the said building at its own cost the pump, motor, water storage tanks, overhead reservoir, semi-underground reservoir, septic tank, inside electrification and/or other facilities required to be provided in the building in terms of the sanctioned plan or under any applicable statutory bye-laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the Fourth Schedule hereunder written.
4. The OWNERS shall be entitled to transfer or otherwise deal with only the Owner's allocations in the building.
5. The DEVELOPER shall be exclusively entitled to the DEVELOPER 's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the OWNERS and the OWNERS shall any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER 's allocations.
6. In so far as all necessary dealings by the DEVELOPER in respect of the building shall be in the name of the OWNERS for which purpose the OWNERS undertake to give the DEVELOPER power of attorney in a form of manner reasonably required by the DEVELOPER. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the OWNERS.
7. The DEVELOPER shall be authorized in the name of the OWNERS in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations or for Cement, steel, bricks and other building materials allocable