

OWNERS at the rate of RS. 25,000/- (Rupees twenty five thousand only) per month till the peaceful delivery of possession of the OWNER'S allocation in the newly built up building in habitable condition.

6. A separate entrance to common toilet of commercial shops shall be provided by the DEVELOPER without disturbing the residential part of the proposed building which will be provided in front of building(western portion).
7. No portion of commercial part shall be left open to ground floor car parking space/common area/drive ways of the residential portion.
8. No advertisement hoarding and mobile tower shall be installed on the proposed building by the DEVELOPER and OWNERS herein.
9. That before submission of the plan for obtaining sanction from The Kolkata Municipal Corporation by the DEVELOPER, the parties hereto shall enter into an agreement for development and the OWNERS shall hand over against proper receipts by the DEVELOPER, the original link deeds/deeds, original parcha, the document related to existing domestic water connection, Electric Meter bills, documents related to BLRO conversion and land ceiling clearances and approvals from various competent authorities to the DEVELOPER and the above mentioned original documents will be under custody of the DEVELOPER till completion of sell of DEVELOPER'S allocation of the building. There after the above original documents shall be handed over to Landowner till the flat Owner's association is formed.
10. That there are seven(7) nos. of existing tenanted shops situated in the building thereon in the said premises and one shop owner(Shri Sushil Bharati) out of above seven(7) tenanted shops, agreed to vacate his shop room against separate tripartite agreement made among OWNERS, DEVELOPER and Shri Sushil Bharati.
11. The Rehabilitation and possession of four(4) nos tenanted shop out of balance six(6) nos. tenanted shops, has been settled peacefully as per separate tripartite settlement agreement among OWNERS, DEVELOPER and Tenanted shops. The rehabilitation and possession of remaining two(2) nos Tenanted shop shall be settled in line with

mentioned above. However the above allocated tenanted area for six(6) nos Tenanted shops will be adjusted on 50% basis on KMC sanctioned commercial area.

12. That the DEVELOPER shall arrange either a suitable makeshift arrangement for six(6) nos. existing commercial tenant at his own expenses or construct the building without effecting their business earning till handing over peaceful possession to them.
13. The DEVELOPER shall provide suitable shifting arrangement for OWNERS(particularly Shri Bijay Guha and Mr. Malay Guha) in a habitable rented house with water and electricity at OWNERS choice after sanction of plan for new building to be constructed within twenty four(24) months from the date of obtaining sanctioned plan and bear all expenses towards rent till handing over of OWNERS peaceful and habitable possession without any encumbrances with completion certificate, domestic water connection, building drainage & sewerage connection.
14. That after obtaining sanction and before commencement of construction work the DEVELOPER shall be liable to obtain all permissions and approvals from the statutory authority required for construction of the proposed building.
15. The entire property measuring more or equal to 13 Cottahs of land will be protected by creating a boundary wall of 6 ft. height and it will have only two(2) opening(subject to KMC rules), one for entrance and other for exit from the said property both situated on the front side facing Garfa Main Road, completely covered and protected by boundary wall without having any door on other sides.
16. For casualty, if any during the period of the construction will be settled by the DEVELOPER alone and the OWNERS will not be liable legally & financially in any circumstances.
17. The DEVELOPER shall not charge from OWNERS anything either towards their remuneration or towards cost of construction of the proposed building.

19. The DEVELOPER hereby agreed and undertaken not to violate or contravene any of the provision or rules applicable for construction of the building as a result of which the obligation and liabilities will accrue upon the OWNERS or OWNERS share as detailed herein under and will be subject matter of any dispute or litigation or demolition or otherwise.

ARTICLE- X : MISCELLANEOUS

1. That on demolition of existing building standing there on the DEVELOPER will be at liberty to sell the said old building materials and the sale proceeds thereon will be exclusively retained by the DEVELOPER and neither the OWNERS nor their any legal heirs & successors shall claim the said sale proceeds against the DEVELOPER in future.
2. It is understood that from time to time to facilitate the construction of the building by the DEVELOPER various acts, deeds, matters and things not specified herein may be required. The authority of the OWNERS and various applications and other documents may be required to be signed or made by the OWNERS relating to which specific provisions may not have been mentioned herein. The OWNERS hereby undertake to do all such acts, deeds, matters and things and the OWNERS shall give any such additional powers of attorney and/or authorization as may be required by the DEVELOPER for the purpose subject to approval by OWNER'S Advocate and the OWNERS are also undertaking to sign and execute all such additional applications and other documents as the case may be provided that as such acts, deeds, matters and things do not in any way infringe the rights of the OWNERS and/or go against the spirit of these presents.
3. Any notice required to be given by the DEVELOPER shall without prejudice to any other mode of service be deemed to have been served on the OWNERS or if delivered by hand (acknowledgement is required) or sent by prepaid Registered Post with A/D to the OWNERS and shall likewise be deemed to have served on the DEVELOPER if delivered by hand or sent by prepaid Registered Post with A/D to the Registered Office of the DEVELOPER.
4. The DEVELOPER and the OWNERS shall mutually frame Scheme for the management and administration of the said building or buildings and/or

of such management of the affairs of the building or buildings and/or common parts thereof and the parties hereto hereby give consent to abide by such Rules and Regulations.

5. A suitable name of the building shall be given by the DEVELOPER in consultation with the OWNERS.

ARTICLE - XI : JURISDICTION

1. The Learned Court/Courts having territorial and pecuniary jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

Sanjay Guba
Ratna Das
Malay Guba
Bijay Guba

ALL THAT in piece & parcel of homestead land measuring thirteen (13) cottahs be the same a little more or less together with structure standing thereon lying & situated at Mouza-Garfa, J.L-19, RS No.2, Pargana- Khaspur, District Collectorate Touzi No. 155, appertaining to RS Khatian No. 884 & 1449, comprising RS Dag No. 957 and 957/4101, P.S. -Formally Kasba, at present Garfa, Sub-Registration office at Sealdah, now within the local limit of The Kolkata Municipal Corporation under Ward No. 106 being known as Municipal premises No. 138, Garfa Main Road, Kolkata-700 078, P.S. Garfa, in the District of South 24-Parganas which is butted and bounded in the manner following :-

On the North : By House of Shri Utpal Datta & Shri Kamal Kanti Datta

On the South : By 10' wide Sreepur Road

On the East : By Smt. Abala Bala Biswas

On the West : By 32' wide Garfa Main Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(OWNERS ALLOCATION)

The OWNERS shall be allotted to the 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 (South Portion) as per sanction plan of The Kolkata Municipal Corporation on the ground floor of the proposed ground plus seven storied building complete in all respect to be erected and /or constructed