

the said premises to the developer, the developer shall cause construction plan prepared by a qualified Engineer/Architect and shall submit the same to the Zila Parishad in the name of the developer for necessary sanction .The parties to the agreement may modify or alter the same or cause the same to be modified or altered as mutually agreed by and between the parties and the cost of such modification or alteration shall be born and paid by the Developer.

5. The parties of the First part/land owner hereby agrees to sign and execute such plan and/or modified plan and other papers as may be required from time to time to enable the Developer to obtain approval of the modification or alteration of the plan and also to obtain all other permissions and approvals and/or sanctions as may be necessary or be required from time to time, and in any event the Developer as the constituted attorney of the owner shall be entitled and is hereby authorized to sign such plan and applications for being submitted to Howrah Zila Parishad.

6. The Developer shall at his own costs, expenses, charges and responsibilities and in efficient workmen like manner shall make construction of proposed building at the land of the premises mentioned in schedule hereunder written as per the building plan to be sanctioned. The construction of the owner's allocations shall be completed within 30 months from the date of building plan sanctioned by the Howrah Zila Parishad and getting clear vacant possession of the land by the parties of the First part/land owner. If the same cannot be completed within the above mentioned period in that case a six months grace period will be provided by the owners to the Developer.
7. The entire cost of construction of the said new building to be put up in the said premises including the area falling to the share of the owner's shall be borne by the Developer. Such costs shall include the cost of all services, areas, amenities fittings and fixtures all over heads regarding the construction, fees payable to the Architects and Engineers in respect of the construction, costs for the purpose of obtaining the alteration/modification of the said construction plan, price rise in the cost of materials used

for construction and the owners shall not be required to contribute any amount in that behalf.

8. In consideration of the owner has agreed to grant the exclusive right of development of the said premises and in further consideration of the Developer having agreed to incur all costs charges and expenses for undertaking the construction of the new building at the said premises. It has been agreed that the first party Sankar Lal Bhattacharjee shall be entitled three flats measuring about 600 sq.ft. each including super build up constructed area in the new building, which is situated on the First floor to Third floor and two shop rooms on the ground floor in the new building measuring an area 110 sq.ft each including super build up area (hereinafter called the **OWNER'S ALLOCATION**) AND balance portion of the constructed area in the new building together with undivided share in the land comprised in the said premises and common portions and facilities including the open space and/or car parking space (hereinafter called the **DEVELOPER'S ALLOCATION**) shall belong absolutely the Developer.

The owner shall be entitled to deal with and/or disposed of their respective allotted shares to any strangers/purchasers even without making the developer a party to the deed of conveyance/s.

9. Immediately after the plan is sanctioned the Developer and the owner shall identify and ear-mark their respective allocations. Such any of the areas or portions cannot be divided equitably then party who is having excess area (and this shall be certified by the Architect which shall be final conclusive and binding upon the parties hereto) and such party shall be liable to compensate the other party for such amount as may be mutually agreed upon.
10. That the first party will receive total of Rs. 15,00,000/- (Rupees Fifteen Lakhs) only by the second party. That the first party will receive a sum of Rs. 2,00,000/- (Rupees Two lakhs) only by the second party at that time of signing of this agreement and Rs. 3,00,000/- (Rupees Three Lakhs) only will be paid by the second party at that time of starting of construction of the new building. Balance Rs.5,00,000/- (Rupees Five Lakhs) only will be paid by the second party to the first party after construction of the

second floor in the new building and rest of Rs. 5,00,000/- (Rupees Five Lakhs) only will be paid by the second party after completion of the new building.

11. The owners shall sign, execute and register general power of attorney after the execution of this agreement in favour of the Developer interalia authorizing the developer to apply for and to obtain building sanctioned plan and necessary permission from all concerns and statutory body or bodies for the purpose of carrying out and completing the said proposed building as per the sanction plan at the said land and also for applying and obtaining connections of water, telephone, drain and sewerage to the building and to negotiate with the persons interested in owing flat/unit/shop of the Developer's allocations only in the proposed building and enter into agreement/s for sale or otherwise transfer and register the same in favour of the proposed buyer along with the proportionate land comprised in the said premises and appurtenant thereto on such terms and conditions as the developer may deem fit and proper and receive the appropriate price against

such sale or transfer and the owners hereby agreed not to revoke the same.

12. Both the owner and the Developer shall be entitled to deal with enter into agreement for sale or transfer and or to grant leases or in any way dispose of their respective allocations in any manner as the owners and the Developer in their absolute discretion shall think fit and proper and also shall be entitled to all income gains capital appreciation and benefits of all kinds and description accruing arising or flowing there from.
13. The owner shall assist in all possible manner whatsoever and shall tender at all times all sorts of possible help and co-operation to the Developer in the construction and completion of said proposed building on the said premises and/or making applications to the different authorities for the purpose of construction and/or sale of the proposed building or any part thereof.
14. The owner shall at the request of the Developer sign and execute all such further necessary deeds, papers, documents writing for the completion of constructed

and/or sale of the said proposed building or any part thereof and the owner has simultaneously with the execution of this agreement shall deliver all copies of the documents and papers in possession with the owner relating to his title to the said premises to the Developer. It is clarified that upon all reasonable and lawful requisition on behalf of the developer the owner shall give inspection and/or produces such original papers to such office or authority as may be required from time to time.

15. All costs and expenses of preparing and registration of all such conveyance and/or other documents of transfer relating to the sale of unit/flat of the Developer's allocation at the proposed building shall be born and paid by the Developer and/or the flat purchaser and the owner shall not be put to any expenses on account thereof.
16. The owner or any person claiming through them shall not in any way interfere with the possession of the Developer and/or his nominee nor shall do any act, deed or things whereby the Developer is prevented for proceeding with the construction and completion of the said proposed building at the said premises.

17. The Developer shall be at liberty to negotiate with the prospective buyers/purchasers and shall have the right to take earnest money after booking of flats/units of his allocation, enter into agreement for sale of unit/flat/shop or their space in the building and other areas and to receive the earnest money therefore and/or the full consideration sale of such units and areas and appropriate the same and the owners shall have no concern therewith. However, the Developer shall not negotiate and/or deal with the portion which comes under owner's allocation.
18. The owner confirm and undertake that if so required by the developer they shall join such documents as necessary/confirming parties at the cost and expenses of the Developer to all agreement and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of units in the building without raising any objection and claiming any additional consideration money/charges.
19. In the event of encumbrances be found on the said premises or any part thereof then and in such event the owner shall be liable at his own costs to have the same

cleared within 30(thirty) days of receiving notice from the developer for the same.

20. In case of any additional area in any time and in future be constructed on the said premises and/or on the terrace and the vacant space (other than common entry) of the building such right of construction shall belong exclusively to the Developer on the same terms and conditions as mentioned herein notwithstanding anything elsewhere herein to the contrary and in that case the owner will not charge/demand/claim any consideration from the Developer.
21. The Developer and the owner shall have equal i.e.(50:50) right title and/or interest in respect of the roof of the proposed building **PROVIDED HOWEVER** that the intending buyers of flats and other units of the proposed building and other occupants shall have only enjoyment right of the roof.
22. The Developer shall at his own cost, construct, erect and complete the owner's allocation in the proposed building in all respect within 30 months and within the extended grace