

- 11.4 The Developer will provide electricity connection for the entirety of the New Building including the area but all cost, charges and expenses for obtaining the supply of electricity including security deposit to be made with C.E.S.C in respect of the of the same shall be borne and paid by the Owners proportionately
- 11.5 It shall be the responsibility of the Developer to demolish the existing structures if any at the Premises and clear the site for the purpose of construction at its own costs and expenses and the debris from such demolition and all realizations there from shall belong to the Developer exclusively keeping the Owners saved harmless and indemnified therefore;
- 11.6 The Developer shall be entitled to create any charge of mortgage and/or any other encumbrances and/or enter into any agreement and/or arrangement in respect of the Developers Area and the Developer shall be entitled to take construction of any other loan for the purpose of completion of the project and the Developer shall also be entitled to get the Project finance and/or approved by H.D.F.C Home Trust S.B.I Home Finance or any other financial and other instructions for the purpose of enabling prospective nominees of the Developer to avail of using loans from such institutions and the Owners shall hereby undertake to co-operate in this regard with the Developer in all possible manner without however incurring and/or accepting and financial liability in this regard keeping the Owners indemnified therefore;
- 11.7 Any notice required to be given by the Developer / Owners shall without prejudice to any other mode of service available be deemed to have been served on the Owners / Developer if it is delivered by hand or sent by prepaid registered post.
- 11.8 Nothing in these presents shall be construed as a demise or assignment or conveyance in Law of the Owners' portion of the said premises or any part

thereof to the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive licence to the Developer to commercially exploit the same as per mutually agreed plan or construction in respect thereof.

- 11.9 The Owners however, shall transfer the Developer's allocation in the said premises to the Developer or its nominee or nominees or its transferee or transferees in respect of the Developer's allocation.

ARTICLE XII

DEFAULTS

12.1 The following shall be the events of default :-

- a) If the Owners fail to comply with any of their obligation contained herein.
- b) If the Developer fails to make the deposits as aforesaid even after service of 15 (Fifteen) days notice.
- c) If the Developer fails to construct, erect and complete the Complex within the time and in the manner contained herein.
- d) If the Developer fails to comply with any of their obligations contained herein.

12.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.

On receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

- 12.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.
- 12.4.1 In the event, the Developer is unable to rectify the breach or the default inspite of its efforts, then the Developer shall be entitled to serve a notice of termination of this agreement.
- 12.4.2 If the defaulting party shall be the Developer, the Owners shall be entitled to refer the same to the Court of Law, to compel the Developer to comply with its obligations and shall be entitled to claim costs, and damages from the Developer for such default.
- 12.5 If the agreement is terminated by reason of any default of the Owners, the Owners shall be liable to and the Developer shall be entitled to refund of the entire deposit together with interest thereon at the rate of 18% per annum and the Owners shall be further liable to pay and/or reimburse the Developer all costs, charges and expenses and/or investments made by the Developer in the said project within sixty days from the date of termination.

ARTICLE - XIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

ARTICLE - XIV

AMENDMENT/MODIFICATION

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

ARTICLE - XV
JURISDICTION

Courts at Kolkata alone shall have jurisdiction to try and entertain all actions suits, proceedings arising out of this Agreement and all costs, charges and expenses in respect thereof.

THE FIRST SCHEDULE] ABOVE REFERRED TO

ALL THAT Land measuring more or less 12 Cottahs, 8 Chittacks approx, being premises 7B, Short Street, Kolkata-700017, Police Station Shakespeare Sarani, under Kolkata Municipal Corporation Ward No.63, butted and bounded by :

ON THE NORTH	: 3 Rawdon Street
ON THE SOUTH	: Short Street
ON THE EAST	: 4 Rawdon Street
ON THE WEST	: 7/1 Rawdon Street

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

Shall mean 60% of the New Building to be constructed on the said Property Together With proportionate share and/or interest in the open spaces And Together With an undivided proportionate share and/or interest in the Land.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

Shall mean 40% of the New Building to be constructed on the said Property Together With proportionate share and/or interest in the open spaces And Together With an undivided proportionate share and/or interest in the Land.

SPECIFICATION OF THE CONSTRUCTION

The Quality of the Structures as well as the specification, guidelines regarding strength of the building etc. of concerned authority shall be followed by the Developer.

Living / Dining / Lobby / Passage	
Floor	Marble / Vitrified Tiles
Walls & Ceiling	Plaster of Paris (Ready to Paint)

Bedrooms	
Floor	Marble / Vitrified Tiles
Walls & Ceiling	Plaster of Paris (Ready to Paint)

Kitchen	
Walls	Vitrified Joint Free tiles up to 2'- 0" on counter walls and wash areas , Balance Plaster of paris (Ready to Paint)
Floor	Anti-skid Vitrified tiles.
Counter	Black Granite Counter.