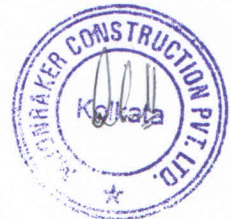


4. **THE DUTIES AND OBLIGATIONS OF THE DEVELOPER shall include-**

- (i) to have the plan prepared and sanctioned and/or extended and to have the same modified and/or altered and/or revised, if required in conjugation of the plan already sanctioned in respect of the said Existing Housing Complex. It is recorded that the Developer has already got the requisite plan sanctioned in respect of the said premium.
- (ii) to construct buildings or blocks on the said premises in terms of the sanctioned plan as per the Specifications described under the Fourth Schedule hereunder written and to complete the New Housing Complex in all respects and make the same habitable till the stage of obtaining the occupancy certificate from the Kolkata Municipal Corporation and to combine the same with the existing Housing Complex.
- (iii) to incur all the costs and expenses for construction and completion of the said new Housing Complex including the sanction fees payable to the Kolkata Municipal Corporation.
- (iv) or the aforesaid purpose to obtain all the necessary permissions clearances as may be required from time to time for and on behalf of the Owners.
- (v) to complete the project within the stipulated period.
- (vi) to arrange for security guards.
- (vii) to take possession of the debris resulting from the demolition of the existing structures on the said premises and appropriate the same, if any.
- (viii) to combine the parts passage, conveniences, utilities, facilities and management of the New Housing Complex with the Existing Housing Complex so as to constitute a single Housing Complex.

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- (ix) to remit or transfer or pay up the share of each of the respective owners out of part or full sale proceeds as realized on half yearly basis or by any other mode or period as may be mutually agreed.

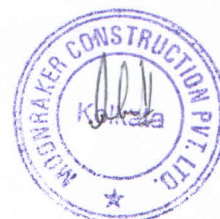
5. **CONSIDERATION :**

- 5.1 The consideration for the Developer to develop the said premises described under the First Schedule hereto is the providing of the share of the Owners out of sale proceeds in lieu of the proportionate share of the owner in the land.
- 5.2 Save as aforesaid the Developer will incur all other costs, charges and expenses in the matter of sanction of plan, construction of the Housing Complex, erecting and commissioning of various amenities and facilities and perfecting the same in all respects.

6. **MANNER OF COMPLETION :**

- 6.1 The Developer shall complete the New Housing Complex in all respects and install and commission the various facilities and utilities and complete construction in terms of the Specifications contained in the Fourth Schedule hereto within a period of 48 months from the sanction of the plan subject to Force Majeure.
- 6.2 The Owners and the Developer will be entitled to alter the specifications contained in the Fourth Schedule hereto by mutual consent.
- 6.3 In case any alteration is desired by any of the Owners in the unit or saleable area allotted to each, which entails any extra expenditure or effort by the Developer, the party requesting

*[Handwritten signature]*



such improvement will be liable to pay the extra charges for any such addition or improvement.

- 6.4 The parts passages utilities, facilities, amenities, conveniences of the existing Housing Complex would be made available to the New housing Complex and vice-versa to the extent found necessary.
- 6.5 For the aforesaid purpose there will be a common management and administration.

7. **SALE OF THE UNITS / SEALABLE AREAS :**

- 7.1 The Developer alone shall be entitled and responsible for sale of all the units/sealable areas as available of the said premises or Housing complex whether officially provided or not and to collect the entire sale proceeds in a separate Bank account pending the periodical transfer of the share of the Owners as provided for under this Agreement
- 7.2 By virtue of the power of Attorney to be granted, the Developer will be entitled enter with agreement for sale, transfer or disposal of any Flat, Apartment, open or covered spaces, can parking spaces or any other sealable spaces or any part thereof or such rates as may be solely decided by the Developer and the Owners have full repose and confidence upon the Developer.
- 7.3 While developing the said premises and while carrying out the sale etc of the sealable areas the Developer shall make its best efforts to comply with all the relevant laws and rules framed in that behalf and shall keep the Owners fully absorbed and harmless.

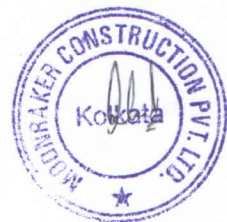
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- 7.4 The Developer will be entitled to sell the saleable areas and to hand over possession and all the sale agreements, documents will be more or less identical in nature as prepared by way of standard format of agreement by M/s. C. K. Deora & Company, Advocates of No. 10, Old Post Office Street, Kolkata – 700 001 and the Owners shall join such agreement, documents as the vendors as and when called upon but the Developer through its Director(s) will be always entitled to represent the owner in all such documents.
- 7.5 Further, the owners either themselves or through attorney shall execute the sale deeds or conveyance deeds in favour of the purchasers of the saleable areas and such deeds shall also be in the format of standard deed prepared by M/s. C. K. Deora & Company, Advocates of 10, Old Post Office Street, Kolkata – 700 001.
- 7.6 Sale of the units in respect of the New Housing Complex would be together with the proportionate undivided impartibly share of the land comprised in the First Scheduled land only notwithstanding to the common user and enjoyment of various utilities etc in common with the Existing Housing Complex.
- 7.7 Sale or transfer documents would contain covenants pertaining to such common user.

8. **FORCE MAJEURE :**

- 8.1 Nothing contained in this agreement shall amount to default in case the party defaulting is prevented by reason totally beyond its control in performing and observing the obligations hereunder.



- (i) Fire;
- (ii) Natural Calamity;
- (iii) Tempest;
- (iv) Labour Unrest;
- (v) Any prohibitory order from the court or the Kolkata Municipal Corporation or any other public authority;
- (vi) Delay due to application and sanction under Rule 25 of the Building Rules;
- (vii) Delay in getting drainage connection, electric connection;
- (viii) Due to any adverse legal action
- (ix) Delay on the part of the Purchaser to make payment in time;
- (x) Delay in obtaining occupancy certificate;
- (xi) Local problem and or local disturbance.
- (xii) Any other unavoidable circumstances beyond the control of the Developer/Developer;

9. **ARBITRATION :**

In case of any disputes the same shall be resolved by referring the dispute to Arbitration under the law of Arbitration in force.

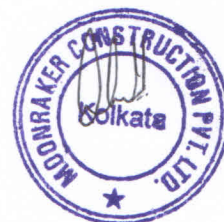
10. **JURISDICTION:**

The Courts having territorial jurisdiction over the said premises only shall have jurisdiction.

11. **REGISTRATION**

This agreement and the pursuant power of Attorneys are intended to be registered and the stamp duty etc will be borne by the Developer.

*M. J. Ghosh*



**THE FIRST SCHEDULE ABOVE REFERRED TO :****Land of the new Housing Complex**

All That the now amalgamated Premises No. 486 Ray Nagar, Kolkata admeasuring 9 cottah 11 chittacks of land more or less within Ward No. 112 of KMC, P.S. Regent Park previously comprised in R.S. Dag No. 181 (Part) Mouza Ray Nagar, J.L. No. 47 South 24 Parganas butted and bounded as follows :-

**THE SECOND SCHEDULE ABOVE REFERRED TO :****Land of the Existing Housing Complex**

All That the amalgamated Premises No. 486, Ray Nagar, Kolkata, admeasuring 37 cottahs of land more or less situate within Ward No. 112, P.S. Regent Park, Kolkata, previously comprised in R.S. Dag No. 182, Mouza Ray Nagar, J.L. No. 47, South 24 Parganas butted and bounded as follows :-

**THE THIRD SCHEDULE ABOVE REFERRED TO :****(Owners' Share out of the sale proceeds)**

<b><u>A. Name of the Owner</u></b>	<b><u>Percentage of share</u></b>
(1) JAYGRIH NIRMAN (P) LTD.,	4.285%
(2) PAHARI CONSTRUCTION (P) LTD.,	4.285%
(3) RUPALI UDYOG (P) LTD.,	4.285%
(4) ARCHANA PROPERTIES (P) LTD.,	4.285%
(5) GANAPATI NIWAS (P) LTD.,	4.285%
(6) SRI PAWAN KUMAR KAJARIA	4.285%
(7) MOONRAKER CONSTRUCTION (P) LTD	4.286%

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**B. Name of the Developer****Percentage of share**

MOONRAKER CONSTRUCTION (P) LTD

70%

-----  
Total 100%  
-----**THE FOURTH SCHEDULE ABOVE REFERRED TO :****(Specifications)**

STRUTURE	RCC framed structure
FLOORS	Vertified Tiles
DOOR	Quality wooden frames & solid Core Flush shutters, decorative main door shutters
WINDOWS	Aluminium windows
STAIRCASE	Stone finished
KITCHEN	Kitchen top Granite & Ceramic Tiles above 2 ft of working platform with stainless steel Sink
TOILET	Ceramic Tiles, Dado upto 6 ft height, provision for Hot & Cold Water Supply System, European Style WC elegant C.P. Fittings of marc/equivalent sanitary ware cera/equivalent
INTERIOR FINISH	Smooth finish Plaster of Paris on walls
OUTER FINISH	Cement plastered painted with durable weather proof paint.




ELECTRICAL	Copper wire in concealed conduits, sufficient Light, Fan, Plug Point in all bedrooms, in living and dining rooms.
LIFTS	One No. of Kone or equivalent make.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day month and year first above written.

EXECUTED AND DELIVERED by the OWNERS at  
Kolkata in the presence of:

Prodip Chatterjee  
11, Crooked Lane,  
KOLKATA - 69

Pahari Construction Pvt. Ltd.  
Jaygrih Nirman (P) Ltd.  
Rupali Udyog (P) Ltd.  
Ganapati Niwas (P) Ltd.  
Moon Raker Construction (P) Ltd.  
Archana Properties (P) Ltd.  
Pawan Kumar Kajaria  
Pawan Kumar Kajaria  
Director

EXECUTED AND DELIVERED by the Developer at  
Kolkata in the presence of:

Sanjay Kumar Banerjee  
11, Crooked Lane,  
Kolkata - 69

MOON RAKER CONSTRUCTION PVT, LTD  
Director

Drafted by

Advocate





GROUND FLOOR PLAN

2.5 MTR. WIDE AREA ALREADY GIFTED FOR ROAD WIDENING=178.97 SQ.M.

