

Regon
17/01/20

ok / ✓ 15/1/20

3

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made on this day of January, 2020 (Two Thousand Twenty) **BETWEEN**

SRI SUBRATA NAYOK (PAN - ABSPN7785L) (Aadhaar No. 3786 9950 0006), son of Late Bibhuti Bhushan Nayok, By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S. Burtalla, P.O. Beadon Street, Kolkata – 700006, West Bengal, hereinafter referred to as the **OWNER / FIRST PARTY** which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **ONE PART**.

A N D

SN CONSULTANTS PRIVATE LIMITED (PAN - AAKCS7799F) a Private Limited **Company**, having its Head Office at 30, Mohan Bagan Lane, Room No. – 04, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata – 700004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late Bibhuti Bhushan Nayok, (**PAN - ABSPN7785L**), By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata – 700006, hereinafter referred to as the **DEVELOPER/ SECOND PARTY** (which such term or

Contd.....

expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the Parties of the First Part is owner of ALL THAT piece and parcel of rayati land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.850, L.R. Khatian no. 2044, 2045 and 2046 present L.R. Khatian no. 1946, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet, more fully described in the schedule 'A' written hereunder.

AND WHEREAS At all material time one Madan Mohan Dutta of village Kabichandrapur, was the absolute owner of inter alia ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet.

AND WHEREAS said Madan Mohan Dutta by and through a registered Deed of Sale, executed on 10th February 2003 and registered on 10th February 2003 sold, conveyed and transferred inter alia ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet (hereinafter referred to as the said
Contd.....

expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the Parties of the First Part is owner of ALL THAT piece and parcel of rayati land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.850, L.R. Khatian no. 2044, 2045 and 2046 present L.R. Khatian no. 1946, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet, more fully described in the schedule 'A' written hereunder.

AND WHEREAS At all material time one Madan Mohan Dutta of village Kabichandrapur, was the absolute owner of inter alia ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet.

AND WHEREAS said Madan Mohan Dutta by and through a registered Deed of Sale, executed on 10th February 2003 and registered on 10th February 2003 sold, conveyed and transferred inter alia ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet (hereinafter referred to as the said
Contd.....

Land) in favour of (1) Sri Rammoy Das (2) Sri Prakash Bose alias Prakash Kumar Bose and (3) Sri Prakash Kumar Ghosh, for consideration mentioned therein, the said deed was registered in the office of the Additional District Sub-Registrar, Rampurhat, vide Book No. I, as being Deed No. 00850, for the year 2003.

AND WHEREAS said (1) Sri Rammoy Das (2) Sri Prakash Bose alias Prakash Kumar Bose and (3) Sri Prakash Kumar Ghosh, Mondal while seized and possessed of and/or otherwise well and sufficiently entitled to the said Land mutated their names in the office of the B.L.& L.R.O. Rampurtat I, and their names also published vide L.R. Khatian nos. 2044, 2045 and 2046 and paid revenue thereon.

AND WHEREAS Subsequently said (1) Sri Rammoy Das (2) Sri Prakash Bose alias Prakash Kumar Bose and (3) Sri Prakash Kumar Ghosh as joint owners of the said Land, By dint of a registered Deed of Sale dated 4th December 2017 sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet (hereinafter referred to as the 'Said Properties). free from all encumbrances whatsoever for consideration mentioned therein, in favour of **Sri Subrata Nayok** (the owner herein) The said deed was registered in the office of the Additional District Sub-Registrar, Rampurhat, vide Book No. I,

Contd.....

Volume No. _____, Pages from _____ to _____, as being
Deed No. 11255 for the year 2017.

AND WHEREAS said **Sri Subrata Nayok** while seized and possessed of and/or otherwise well and sufficiently entitled to the said Land mutated his name in the office of the B.L.& L.R.O. Rampurtat I, as well as local corned authority and his name also published vide L.R. Khatian no. 1946 and paying taxes and revenue regularly.

AND WHEREAS the First Party/Owner now desirous to develop the said property by constructing multi-storied building thereon and for that purpose the First Party approached the Second Party / Developer and the Developer/ Second Party accepted such proposal of the Owner / First Party and has agreed to construct the said proposed multi-storied buildings on the said property i.e. ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet, more fully described in the Schedule 'A' hereunder, according to the terms and conditions written herein below:-

Contd.....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

ARTICLE : 1 :: DEFINITION

Unless in these premises it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

- 1.1 OWNER shall mean the above named owner / First Party and his heirs, executors, administrators, legal representatives and assigns.
- 1.2 DEVELOPER shall mean the above named Developer having its respective Reg. Office at 30, Mohan Bagan Lane, Room No- 4, Ground Floor, P.O.- Shyambazar, P.S.- Shyampukur, Kolkata- 700 004
- 1.3 THE PROPERTY shall mean the property mentioned in Schedule 'A' hereunder written, being Dag Nos. 2636, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within Kharun Gram Panchayet, measuring about 08 Decimals land, more fully described in the Schedule 'A' hereunder.
- 1.4 THE BUILDING shall mean the building to be constructed on the said property in accordance with the building plan as would be sanctioned by the Zila Parisad, Birbhum or any required Authority of the Developer.
- 1.5 THE UNIT shall mean the partly or wholly constructed flat/ apartment / shop / garage in the said proposed building including proportionate share in common portion and land underneath of the said property.
- 1.6 THE COMMON PORTIONS shall mean and include the common portions to be made and erected for convenient user of the flat/shop/garage etc. of the said proposed building:

Contd.....

- 1.7 OWNER'S ALLOCATION shall mean that the owners will be allocated 35% constructed area according to the sanctioned plan including proportionate share, right, title and interest in common facilities and amenities including the right for using the said facilities with right of user of roof, along with right to the undivided proportionate impartible share in the land.
- 1.8 DEVELOPER'S ALLOCATION shall mean the balance 65% out of the total construction to be made at the said property together with proportionate share, right title and interest in common facilities and amenities including the right of user of the roof along with right to the undivided proportionate impartible share in the land with all rights of the Developer to negotiate for sale out of the said portion either to the intending purchaser/ purchasers for adjustment of its expenditure and investments of the finance for raising the said construction on the said property, except owners' allocation.
- 1.9 TRANSFER WITH ITS GRAMATICAL VARIATIONS shall mean adopted for effecting what is understood as a transfer of undivided share of a multi-storied building to the purchasers thereof by executing and registering Deed or Deeds of conveyance in accordance with the provisions of law in this behalf by the purchaser on receipt of consideration.
- 1.10 WORD IMPORTING SINGULAR shall include plural and vice-versa.
- 1.11 WORD IMPORTING MASCULINE GENDER shall include feminine and neutral genders, likewise words importing feminine genders shall mean and include masculine and neutral genders and similarly words importing neutral shall include masculine and feminine genders.

Contd.....

- 1.12 THE DATE OF DELIVERY shall mean and include date on which the owner shall handover the possession of the property to the Developer for starting the construction work at the said property and further after making the construction of owner's allocation, as mentioned above, shall be handed over to the owner by the Developer and in that case the date of giving such possession shall be noted as delivery of possession to the new construction and in either case proper receipt shall be obtained by the either party herein.
- 1.13 SANCTIONED PLAN shall mean the building plan or any modified plan as would be sanctioned by the Birbhum Zila parisad or any required Authority.

ARTICLE : II :: OWNER'S RIGHTS AND RESPONSIBILITIES

- 2.1 The owner's are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- 2.2 That except the owners nobody else has any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
- 2.3 The said property is free from all encumbrances, charges, liens, impendence, attachments, trust whatsoever or howsoever.
- 2.4 There is no bar, legal or otherwise for the owners to obtain the certificate or certificates from the Income Tax Authority or other concern and permission those may be required.

Contd.....

- 2.5 That it is agreed by the First Parties/Owners if any dispute arises in future in respect of the title of the said property in this regard the First Parties will remove all such defects in title of the said property at their own cost.
- 2.6 That the parties will abide by the terms and conditions hereto made and if necessary the parties hereto will enter into further agreement which will be necessary for construction of the said masonry building on the said property and for other purposes.
- 2.7 That the First Party shall not make any transfer of the developing property to any third party by way of sale, lease, let out or mortgage and/or put the property to any encumbrances in any manner whatsoever.
- 2.8 That the First Parties can enter in to any agreement for sale to the purchaser after the completion and delivery the possession of allocated area of owner's share by the developers.
- 2.9 That the Owner further undertakes to execute the Development Power of Attorney in favour of said **SN CONSULTANTS PRIVATE LIMITED, (PAN - AAKCS7799F)** a Private Limited **Company**, having its Head Office at 30, Mohan Bagan Lane, Room No. – 04, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata – 700 004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late Bibhuti Bhushan Nayok, **(PAN - ABSPN7785L)**, By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata – 700006, the Second Party/Developer herein, for the purpose of making such construction at its own risk, responsibility, cost and expenses as well as

Contd.....

the power to negotiate with the intending Purchaser/Purchasers for sale of the flats, garages shop rooms etc. and to register the deeds documents, whatsoever, required for sale of the Developer's allocated portion only as mentioned above along with land share for such constructed area without any interference or obstruction of the owner.

- 2.10 The Owner has not received any notice for requisition or acquisition of the said property or any part or portion thereof.
- 2.11 That the proportionate cost for transformer, generator or other amenities if required will be borne by the Owners.

ARTICLE III :: DEVELOPER'S RIGHT

- 3.1 The Second Party /Developer has got original copies of all the title Deeds for investigating the title of the owner in the said property and the First Party undertakes to handover all original deeds and documents to the Second Party / Developer as and when be demanded by the Second Party.
- 3.2 That on the Power and by virtue of this agreement, the Developer/Second Party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertakes to erect the said building /buildings as per the building plan at its own cost and expenses.
- 3.3 That the Second Party/Developer is hereby empowered to suitably modify or alter the sanction plan as and when required and submit the same for approval of the Birbhum Zila Parisad or required Authority with the previous written consent of the owner but the same if at all done, the

Contd.....

entire costs and expenses shall be borne by the Second Party/Developer alone and the owner shall not bear any responsibility in this respect.

- 3.4 That the Second Party/Developer herein shall have its rights to exploit its own allocation i.e. 65% of the constructed area, as mentioned above and can sell the same on behalf of the Owner/First Party with due possession to the intended purchaser/purchasers for realization of cost of the construction of the said building.
- 3.5 The Developer shall throughout hereafter and always save harmless and keep indemnified the owner and its estate and effects of from and against all actions, costs, charges, expenses, damages, fines, penalties, civil and criminal actions or actions of revenue authorities or any other action of any nature whatsoever resulting on account of any act of omission or any breach, delay or default on the part of the Developer in developing the said property or any rules, regulations, terms and conditions or otherwise.
- 3.6 The Developer shall in course of erection and completion of the said building do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the Building Rules and Regulation of Birbhum Zila Parisad or any required Authority and the Rules and Regulations of other statutes applicable thereto and shall throughout save harmless and keep the owner indemnified of from and against all claims for the fees, charges, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the authorities in respect of the said work or of anything done or caused to be or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay all claims easements, outgoing rates, impositions and burdens at any time

Contd.....

hereafter chargeable against the owners relating to the said property or building or structure thereon as and when they shall become due and payable and shall keep the owners indemnified of from and against the payment thereof.

- 3.7 The Developer shall at its own costs, risk and responsibility obtain all other necessary permissions and sanctions, extensions etc. from the Birbhum Zila Parisad and all other concerned authorities for the development of the said property and erection of the building on the said property.
- 3.8 The Developer shall not at anytime cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconveniences, suffering, hardship, disturbance, or obstacle to the owners or the occupants of the neighboring properties.
- 3.9 It shall be the responsibility of the Developer to complete the development and construction within the prescribed period of 5 (Five) years from the date of sanctioned plan of the said property.
- 3.10 The stamp duty, registration and all other out pocket expenses of this agreement and the conveyance shall be borne and paid by the Developer.
- 3.11 The Developer/Second Party shall be entitled to appoint its own labours, masons, contractor, builder, engineer, architect necessary for raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibilities shall remain with the Developer/Second party and to that effect the Owners/First Parties shall never be liable or responsible for any debts, payments, misappropriation of

Contd.....

any money or anything whatsoever eventually takes place at the time of or after construction is completed and handing over to the prospective purchaser. The Second Party/Developer shall also remain liable for any litigation for any matter relating to the building/buildings and payment of Municipal Taxes etc. from the date of vacant possession received by the Developer from the owner on receipt or acknowledgement thereof till the time to disburse the same to the purchasers of the flats/units and the owners' allocation.

3.12 That if the Owners intend to sell their share allocation through the Developer, the Developer shall accept the said offer and do the needful and hand over the sale proceeds to the Owners, ~~after adjustment of the~~ aforesaid adjustable amount, if not paid and/or adjusted earlier.

3.13 That the Developer/Second party for the purpose of raising the said construction shall have absolute right to enter into any agreement for sale of flats / apartments, shop rooms, garages etc. in respect of its own allotted portions, as mentioned above, and to that effect the Developer shall be entitled to receive the earnest money from the intending Purchasers together with all advance thereof but at all material time the owner shall not be liable for such advance or earnest money. That the said earnest money accepted by the Second Party/Developer shall remain charge only with the Developer's share and to that effect also the owner's share to the tune, as mentioned above, remain shall unaffected and non charged.

Contd.....

ARTICLE IV :: APARENT CONSIDERATION

That in consideration of this agreement to allow the Developer/Second Party to construct the building on the said property and it is hereby settled that the owner shall receive 35% constructed area according to the plan as stated hereinbefore free of cost (which shall be treated as consideration against this agreement).

ARTICLE – V :: DEVELOPER’S RIGHT AND RESPONSIBILITY

- 5.1 The Developer hereby undertakes to complete the whole complex within 5 (Five) years from the date of sanction of the building plan and/or delivery of vacant possession of the said property by the owners to the Developer.
- 5.2 To incur and pay all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.
- 5.3 To bear all costs charges and expenses for construction of the building at the said premises and pay all taxes.
- 5.4 That the Developer shall be entitled to obtain loan from any Bank or Banks whether Nationalized or Private or any authority or authorities or any Financial Institution in respect of the said multi storied building including further construction as aforesaid for completing the said project as and when required by way of mortgage the said schedule maintained property without consent of the owners, at its own risk. If any signature required of owners as guarantor or other purpose for loan, owner shall sign for the same.
- 5.5 That the Developer shall have the absolute right to amalgamate the Schedule land with adjoining plot of land without any consent from the

Contd.....

ARTICLE IV :: APARENT CONSIDERATION

That in consideration of this agreement to allow the Developer/Second Party to construct the building on the said property and it is hereby settled that the owner shall receive 35% constructed area according to the plan as stated hereinbefore free of cost (which shall be treated as consideration against this agreement).

ARTICLE – V :: DEVELOPER’S RIGHT AND RESPONSIBILITY

- 5.1 The Developer hereby undertakes to complete the whole complex within 5 (Five) years from the date of sanction of the building plan and/or delivery of vacant possession of the said property by the owners to the Developer.
- 5.2 To incur and pay all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.
- 5.3 To bear all costs charges and expenses for construction of the building at the said premises and pay all taxes.
- 5.4 That the Developer shall be entitled to obtain loan from any Bank or Banks whether Nationalized or Private or any authority or authorities or any Financial Institution in respect of the said multi storied building including further construction as aforesaid for completing the said project as and when required by way of mortgage the said schedule maintained property without consent of the owners, at its own risk. If any signature required of owners as guarantor or other purpose for loan, owner shall sign for the same.
- 5.5 That the Developer shall have the absolute right to amalgamate the Schedule land with adjoining plot of land without any consent from the

Contd.....

owners and / or prior permission of the owners and in which such event, the Owners shall not raise any objection.

- 5.6 To allocate the owner's allocation within the said stipulated period of 5 (Five) years from the date of sanction of the plan and/or delivery of vacant possession of the said property. The owner will get 35% constructed area and the same will be allotted as mentioned above free of cost as specified in the Article -VI.

ARTICLE - VI : OWNERS' ALLOCATION

- 6.1 The Owners/First parties will get 35% of the total constructed area of the said proposed buildings together with proportionate undivided share and interest in the land underneath along with proportionate common/joint easement rights and amenities as would be available in the said building along with common right of user of the roof of the said building. The owner's allocated area will be constructed as per specification mentioned in the schedule 'B' hereunder written.

ARTICLE - VII :: DEVELOPER'S ALLOCATION

- 7.1 The Developer/Second Party shall be entitled to get the remaining 65% of the total constructed area of the said buildings together with proportionate undivided share and interest of the land underneath along with common right of user of the roof of the said buildings. The Developer shall be entitled to enter into an agreement for sale and/or transfer his allocated portion to any intending purchaser/purchasers and to receive and realize and collect all moneys in respect thereof.

Contd.....

ARTICLE - VIII : PROCEDURE

- 8.1 That the First Party/Owner shall immediately after the execution of this agreement execute in favour **SN CONSULTANTS PVT. LTD.**, a Private Limited **Company**, having its Head Office at 30, Mohan Bagan Lane, Room No. – 04, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata – 700 004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late Bibhuti Bhushan Nayok, by Caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata – 700006, the Developer herein one registered irrevocable power of attorney for construction of the said proposed multi-storied building and to enter into agreement for sale or let out or transfer in any manner of the flats and shop rooms, car parking space/cover spaces in respect of the Developer's allocated portion of the said building to any intending Purchaser / Purchasers and to receive earnest money and consideration amount and to sign, execute and admit execution and to present for registration all the deeds of conveyance/sale before the registering authority and to register the same according to law.

ARTICLE - IX :: CONSTRUCTION OF BUILDING

- 9.1 The Developer shall be solely and exclusively responsible for construction of the building at the same property.
- 9.2 The Developer while constructing the building at the said property shall not use inferior quality of goods, materials used for construction or deviate from the sanctioned plan without prior permission of the authorities.

Contd.....

ARTICLE - X :: BUILDING

- 10.1 The Developer shall at its own cost, expenses, risk and responsibility complete the said proposed building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials within a period of 5 (Five) years from the date of sanction of the building plan.
- 10.2 The Developer shall install and erect in the said building at its own cost as per the specifications and also as per drawings provided by the architect, i.e. pump, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and electrification in the building and also in the respective flats, garage, shop room etc. through concealed wirings and other facilities as are required to be provided in residential multi-storied building in ownership basis or otherwise.
- 10.3 The Developer shall complete the building in all respects including electrical, sanitary and water supply work without side plastering and with decent colourings of the outside and inside the building (except the individual units) in a total completed manner.

ARTICLE - XI :: COMMON FACILITIES

- 11.1 The Developer shall pay and bear all Panchayet Taxes and other dues and impositions and outgoings in respect of the said premises accruing due as and from the date of this agreement till handover possession within the said stipulated period in favour of the owner as well as other flat owners. But if any amount to be paid by the Developer regarding previous dues all

Contd.....

such payment shall be adjusted from the owners' allocation in the newly constructed building.

- 11.2 After completion of the total construction, the Developer and the Owner including their respective assigns will bear the cost of common facilities and maintenance charges like cost of lift, if any, Durwans, Pump, Motor and electric charges including proportionate share of premium for the Insurance of the building, if any, and water, fire and scavenging charges etc.

ARTICLE - XII :: LEGAL PROCEEDINGS

- 12.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings which may arise in respect of the development of the said premises after the sanction of the plan and all cost charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the Developer alone.

ARTICLE - XIII :: DEVELOPERS INDEMNITY

- 13.1 The Developer hereby undertakes to keep the owner indemnified against all third party claim including intending purchasers or trespassers and actions arising out of any sorts of act of commission of the Developer or relating to the construction of the building.
- 13.2 The Developer hereby undertakes to keep the owner indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises

Contd.....

and/or in the manner of constructing for the said building and/or any defect or deviation therein.

ARTICLE - XIV :: MISCELLANEOUS

- 14.1 The Owner and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association of persons.
- 14.2 The Owner hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in that matter and the Owner shall execute any such additional Power of Attorney and/or authorization in favour of the Developer for that purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds and matters and things do not in any way infringe on the right of Owners and/or against the spirit of the agreement.
- 14.3 The Developer shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agree to abide by the rules and regulations of such management society, association, holding organization and hereby give their consent to abide by the same.
- 14.4 The name of the building shall be decided later on by parties on mutual understanding.

Contd.....

- 14.5 On and from the date of completion of the building and handing over possession the developer and/or transferees and their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective areas and/or share of the constructed area.

ARTICLE - XV :: FORCE MAJEURE

- 15.1 The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations are presented by the existence of the force Majeure and shall be suspended from the obligations during the duration of the force Majeure as understood in law.
- 15.2 Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and/or any other act or commission beyond the reasonable control of the Developer.

ARTICLE - XVI :: ARBITRATION

- 16.1 If any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the Arbitrator to be appointed by Court and decision of said Arbitrator shall be final and binding upon the parties.

Contd.....

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of rayati Bastu land, measuring in total about 08(eight) Decimals, comprised in Dag No. 2636, Sabek Khatian no.737, L.R. Khatian no.2044, 2045 and 2046, at present L.R. Khatian no. 1946, within Mouza Atla, J.L. No. 58, Police Station Rampurhat, District Birbhum, within the limits of Kharun Gram Panchayet, together with all other rights of easement attached thereto, butted and bounded as follows :-

ON THE NORTH : Property of Dag no. 2636.

ON THE SOUTH : Property of Nazrul Islan and others.

ON THE EAST : Property of Tapan Pal and Dag no. 2639.

ON THE WEST : Property of Nimai Neye and Dag no. 2650.

SCHEDULE "B" ABOVE REFERRED TO
(Particulars of Specification for construction of flats)

1. FOUNDATION : R.C.C. foundation and R.C.C. framed structure.
2. WALL : Brick wall for outer wall 8" inches and for inner wall 3" inches with specified plaster and paris inside the flats.
3. FLOOR : Floor will be of Glazed Tiles
4. DOORS : Door frames will be of good quality sal wood and doors will be commercial flash door.

Contd.....

5. WINDOWS : All windows will be of aluminum sections fitted with glass panel.
6. KITCHENS : Glazed Tiles floor, black stone on cooking platform, one sink with tap water point and upto 3' feet height glazed tiles over the cooking platform will be provided.
7. TOILET : Ceramic tiles/glazed tiles upto 5' feet height, Anti Skid Tiles floor, concealed pipe line and Indian or Western Pan.
8. WASH BASIN : One wash basin will be provided in each flat.
9. ELECTRIC WIRING : Concealed electric wiring with switch board, three light point, one fan point and one plug in the bed room, two light point one fan point and one plug point in the kitchen, one light point, one fan point and one plug point in the bath room will be provided.
10. WATER SUPPLY : Water supply from the overhead tanks of the building.
11. EXTRA WORK : For any extra work, other than the above mentioned specification, the First Party /Owner will be liable to pay extra amount in advance.

Contd.....

NOTE : The lay out and specification contained herein are subject to alteration / modification on account of technical reason.

IN WITNESS WHEREOF the parties put their respective seals and signatures on this day, month and year first above written.

**SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
WITNESSES :-**

1.

2.

SIGNATURE OF THE FIRST PARTY/
OWNER

Drafted by :-

SIGNATURE OF THE OTHER PARTY/
DEVELOPER

Advocate,
Typed by:-

Contd.....