

demolished building without paying any sum of money to the owners.

3.16 The Developer shall pay a sum of Rs.4,000/- only to the owner no. in each month as shifting charges and the said shifting charges shall be payable according to English calendar month and the Developer shall go on paying the said shifting charges unless the developer handover vacant peaceful possession to the owner no. the said flat in the first floor of the proposed building.

BUILDING

4.1 The Developer shall at its own costs construct erect and complete the building phase wise upon the land of the First Schedule property in accordance with the sanctioned building plan with standard class of building materials and with such specifications as are mentioned hereunder written which is the Sixth Schedule hereto.

4.2 The Developer shall install erect in the said building at its own costs, pump sets, sewerages, water storage tanks, overhead reservoirs, concealed electric wirings, fitting, lifts and installations and other facilities as are required to be provided in a residential building having self-contained apartments.

4.3 The Developer shall be authorised as and when necessary to apply for and obtain quotas, entitlements, and other allocations

of cement and all types of steels, bricks, other building materials and accessories due to the owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage, sewerage and/or other facilities if any available to the new building and other inputs and facilities required for the construction of the building for which purpose the owners shall extend all help in favour of the developer. For such acts all costs to be born by the developer.

4.4 The Developer shall at its own cost and expenses and without creating any financial or other liability to the owners to construct and complete the said proposed building and various units and/or apartments therein in accordance with the sanctioned Building Plan and any amendment thereto or modification thereof made or cause to be made by the Developer provided however no alteration or modification shall be made without the sanction of the Maheshala Municipality.

4.5 All costs charges fees and expenses for drawing and sanction of building plan including Architect's fees shall be discharged and paid by the Developer from its own fund and the owners shall bear no responsibility in this context.

4.6 Before the date of making over possession any liability becoming due on account of the municipal rates and taxes or any other statutory dues as also other outgoings in respect of the said Second Schedule property for construction of the building shall be

borne and paid by the Developer. It is however agreed upon that in case of delay beyond stipulated time in handing over possession of fully constructed building the Developer shall bear the entire tax and outgoings till actual possession are given to the flat owners.

4.7 Common areas and common facilities are mentioned in the **FIFTH** Schedule herein.

COMMON FACILITIES

5.1 As soon as the building shall be completed, the Developer shall give written notice to the flat owners and/or their nominee or nominees requiring the flat owners to take possession their areas in the building as per specification mentioned herein and there being no dispute regarding the construction and completion of the building according to the specification and sanctioned plan thereof. After 30 days from the date of service of such notice and at all times thereafter the flat owners shall be exclusively responsible for payment of all proportionate Municipal and Property taxes rates duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of their area/allocation, the said rates to be apportioned prorata with reference to the saleable space in the building if they are levied on the building as a whole.

5.2 The Developer shall punctually and regularly pay for their entire areas the said rates and taxes to the concerned authorities

and the Developer shall keep each other indemnified against all legitimate claims actions, demand, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the flat owners and/or the Developer in this behalf.

5.3 Society of all the flat owners in the building shall be formed with necessary Rules & Regulations and by Laws approved by them, each flat owners shall also be responsible to pay and bear and shall forthwith pay on demand to the society the service charges for the common facilities in the new building payable in respect of area of each flat. After the formation of society by all the flat owners and developers, if developer retain any flat or space thereon, the society shall be empowered to decide the mode of payment of taxes for the building etc..

5.4 Transfer of any part of the proposed building/or in the new building shall be subject to the provisions hereof the respective transferees shall thereafter be responsible in respect of such dues and outgoings for the space transferred and for service charges for the common facilities.

5.5 Should the owners of flats and space fail to pay the amount payable in respect of the said rates or service charge for the common facilities within 7 days of demand in this behalf, the flat

owners shall be liable to pay interest on the amount outstanding at the rate of 10% per annum from the last due date of payment.

COMMON RESTRICTIONS

6. The Owners' allocation/interest, if any, in the proposed building shall be subject to the same restrictions and use as are applicable to the Developer's allocation in the building intended for common benefits of all occupiers the building which shall include the following -

6.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other occupiers of the building.

6.2 Any of the flat owners shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf and/or Association.

6.3 The developer shall have absolute right to sell and transfer its allocation and owners' allocation and/or its purchased area or any portion thereof as its think fit and proper.

6.4 All the flat owners and space owners of the said proposed building shall jointly maintain the said proposed building including the entire drainage system, sewerage system, water supply system/plumbing system, lifts and other common areas etc. of the said proposed building as well as the first schedule property.

6.5 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any party thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

6.6 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

6.7 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portions of the building and premises.

6.8 The flat owners shall, till the society/association is formed, permit the developer and its servants and agents with workmen and others at all reasonable times to enter into and upon the flats of the owners' allocation and every part thereof, if required, for the

purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining, re-building, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas water pipes and electric wires and for any similar purpose.

6.9 The owners do and each of them doth and hereby agree and covenant with the Developer not to cause any undue interference or hindrance in the construction of the said building upon the land of the First Schedule property unless otherwise compelled by the Developer, failing which the owners shall be liable for delay.

6.10 The owners do hereby covenant with the developer not to do any act deeds and thing whereby the Developer be prevented from selling assigning and/or disposing of any of the Developer's allocated portion including its purchased area in the proposed building to any purchaser and purchasers of its choice.

6.11 The Developer shall have absolute right to transfer and/or sell the entire saleable area of the proposed building to any purchaser or purchasers according their choice and to take/receive entire consideration money therefrom except one flat in the first floor of the proposed building.

6.12 No part of the **First and Second** Schedule property is subject to any order of acquisition or requisition, nor any notice of acquisition or requisition has been served upon the owners.

6.13 The **First and Second** Schedule property is not subject to any notice of attachment under Public Demands Recovery Act or for payment of Income Tax and Municipal dues or any statutory dues whatsoever or howsoever.

6.14 The **First and Second** Schedule property do not belongs to any public wakf or any private wakf and/or mosque, or De-butter or under any Trust Private or Public or any endowment.

6.15 If required the Developer shall sent a requisition on title relating to the **First** Schedule Property to the owners for the satisfaction of the owners marketable title of the **First** schedule property/premises and the owners shall answer to all "Requisitions on Title".

DEVELOPER'S PUBLICATIONS

7.1 The Developer doth hereby agree and covenant with owners to complete the construction of building within 36 (Thirty six) months from the date of starting of construction work of the said proposed building provide no adverse situation arises. The developer shall be solely liable and responsible to any authority or authorities including Police and Maheshtala Municipal Authority

for any Acts, Deeds and things in connection with the said proposed construction and/or development.

7.2 The Developer hereby agrees and covenants with the owners not to violate any of the provisions or rules applicable to construction of the said building and/or deviate the sanctioned building plan.

7.3 The Developer hereby agrees and covenants with the owners not to do any act deed or thing whereby the owners or their attorney will be prevented from selling, assigning and/or disposing of any of the owners' allocation in the proposed building/second schedule property at the said premises.

7.4 The Developer shall have unrestricted right to part with possession of the Developer's allocation or any portion thereof at any point of time. PROVIDED HOWEVER it will not prevent the Developer from entering into agreements for sale or transfer or to deal with the Developer's allocation to be fixed before it is made clear that the owners or their attorney shall execute all deeds for sale or transfer concerning proportionate land area/land share in respect of Developer's allocation and further that the owners have executed a General power of Attorney along with this agreement empowering him to execute and register all such agreements for sale and sale deeds or transfer deeds for and on behalf of the

owners in concerning with the proportionate undivided impartable land share with respect to the Developer's share of allocation and/or all the saleable area in the proposed building.

7.5 The Developer shall allow the owners' representatives or agents or engineers to verify and supervise the quality of building materials and the job of construction as and when necessary.

7.6 The Developer further undertakes to complete the construction of the building in terms of this agreement. The Developer shall also take occupancy certificate from the appropriate authority.

7.7 The name of the proposed building shall be **APARTMENTS**.

FORCE MAJEURE

8.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations, if prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

8.2 "Force Majeure" shall mean flood, earthquake, riot, storm, tempest, civil commotion, strike and /or other act or commission beyond the control of the parties hereto.

GENERAL POWER OF ATTORNEY

We the said **SUKUMAR ROY, ANIMA ROY AND ASHIMA MONDAL NEE ROY**, do hereby jointly and severally nominate constitute and appoint **IRFAN ALAM**, son of Late Azizul Haque, of IB-I, Sector III, Salt Lake City, Kolkata - 700106, to be our lawful constituted attorney for us and in our names and on our behalf to do execute and perform and cause to be done executed and performed all the following acts deeds and things relating to our property fully described in the First and Second Schedule hereunder written.

1. To sign in the plaint, petitions etc. supported by affidavit and/or verification for filing any case in any court of law and also to defend any case by filing written statements and objections and petitions etc.
2. To appoint any solicitor and advocate(s) by executing any vakalatnama and/or letter of authority and also to terminate his, her, or their such appointment(s).
3. To sign in any Memorandum of Appeal(s) and Revision(s) and to file the same in any court of law including High Court at Calcutta and also to contest any Appeal(s) and Revision(s) by taking appropriate steps thereon. To sign and file any writ petition

under Article 226 of the Constitution of India in any High Court in India and also to contest any writ petition by taking appropriate steps thereon.

4. To sign any SLP and Appeal and to file the same in the Supreme Court of India and also to contest any Appeal and SLP by taking appropriate steps thereon.

5. To appear before any officer or officers of the Govt. of West Bengal, Central Government, local authority statutory authority, West Bengal State Electricity authority, Maheshtala Municipal Authority including police authority.

6. To sign in the proposed building plans of the property fully described in the First Schedule herein and to submit the same before the Maheshtala Municipality/Municipal Authority and any other authorities for obtaining sanctioned therefrom. To execute and register any declarations, undertakings etc. as and when the same shall be asked/needed by the said Maheshtala Municipal Authority to get the said proposed building plans, of the First Schedule property sanctioned therefrom. To sign any other plan(s) to make the said proposed building mentioned in the Second Schedule herein fit for human habitation. To sign in the sewerage and Drainage plan and also other plans and to get them sanctioned from the Maheshtala Municipality. To take all the necessary appropriate steps for the development of the First Schedule

property in terms of the development agreement as well as per sanctioned building plan of Maheshtalla Municipality.

7. To sign, execute and register all the Agreements for Sale in favour of any purchaser and purchasers who will be nominated by the Developer in respect of all the saleable areas (flats, carparking areas and other saleable spaces/areas except one flat in the first floor) of the proposed building together with the proportionate land share in the land of the proposed building and to receive and enjoy the entire earnest money in terms of all the said agreements for sale and to discharge valid receipts thereof and also to sign/execute and register all the sale deeds, deed of conveyances and transfer deeds in favour of any purchaser and purchasers nominated by the Developer in respect of all the saleable areas (flats, car parking areas and other saleable spaces/areas except one flat in the first floor) of the proposed building together with the proportionate undivided land share in the land of the proposed building in favour of any purchaser and purchasers for effectually sale/conveying/transferring the same as we could do ourselves, if we were personally present and to receive and enjoy the entire consideration money under all the said presents and to discharge valid receipts thereof and to present all the said agreements for sale, sale deeds and all the Deed of Conveyances and transfer deeds before any District Registrar, A.D.S.R. and ARA-I, Kolkata having authority for and to have all the said agreements for sale,

sale deeds, Deed of Conveyance and transfer deeds Registered and to do all the acts, deeds and things which our attorney shall consider necessary for conveying and transferring the same in all respect AND we do hereby agree and undertake to ratify and confirm all and whatsoever our said attorney under the power in that behalf hereinbefore contained, shall lawfully do execute and perform in exercise of the power, authorities and liberties hereby conferred upon under and by virtue of this General Power of Attorney.

AND WE HEREBY AGREE to ratify and confirm whatsoever our said Attorney shall do the act in premises by virtue of this present and we hereby declare that we shall not do anything inconsistent with the POWER OF ATTORNEY.

ARBITRATION

If any difference or dispute arises out of this agreement and also relating to the development of the First Schedule property the matter shall be referred to the SOLE Arbitrator, namely Mr. K. Zamal, Advocate OF 209, A. J. C. Bose Road, 36, Karnani Estate, Kolkata - 700 017 and the arbitration proceedings shall be governed under the Arbitration and Conciliation Act, 1996 and his decisions shall be final and binding upon the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area 15 (Fifteen) Cottahs 3 (three) chittaks more or less together with existing one storied old dilapidated 1100 Sq. ft. more or less building thereon being Holding no.C-9-40/240/1-2. Daulatpur Balarampur Road, within Maheshtalla Municipality, Ward No. 30 comprised in Part of R.S. Dag Nos. 119, 120 and 121 under R.S. Khatian Nos. 145, 181, 145 and 261 respectively and corresponding L.R. Khatian No. 1920 and 1689 and also L.R. Khatian Nos. 3140, 3141 and 3142, J.L. No.19, Touzi No.1521, Mouza Daulatpur, P.O.-Batanagar, P.S. Maheshtalla, Kolkata - 700 139, District-South 24 Parganas and as shown in the map or plan annexed hereto within **RED** border and butted and bounded in the manner s follows :-

ON THE NORTH : By house of Asima Mondal;

ON THE SOUTH : By house of another person;

ON THE EAST : By house of another person;

ON THE WEST : By Doulatpur Balarampur Road;

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT multistoried proposed building/Blocks of buildings which will be constructed upon the land of the First Schedule property as per sanctioned building plan and specification mentioned herein.

ON THE NORTH : House of Smt. Ashima Mandal;

ON THE SOUTH : House of another person;

ON THE EAST : By house of another person;

ON THE WEST : Doulatpur Balarampur Road;

THE THIRD SCHEDULE ABOVE REFERRED TO
(OWNERS' SHARE OF ALLOCATION)

25% of the Built up area as per F.A.R. in the proposed building/Blocks of building which will be constructed upon the land of the **FIRST** schedule property together with the proportionate undivided impartible land share in the land of the first schedule property along with all the easement right and also right of use and enjoyment of common areas and common facilities of the said proposed building as well as premises/Holding Number /second schedule property.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S SHARE OF ALLOCATION)

ALL THAT 75% built up area as per F.A.R. in the proposed multi storied building/Blocks of Building which will be constructed upon the land of the **First** Schedule property together with the proportionate undivided impartable land share in the land of the

First Schedule property along with all the easement right and also the right of use and enjoyment of common areas and common facilities of the said proposed building as well as premises/Holding number/Second schedule property.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND COMMON FACILITIES)

1. Boundary walls of the said premises.
2. Stair case leading from ground floor to roof of the building and the stair lobbies and roof.
3. Main entrance gate of the premises and Main entrance gate of the building. Mandatory open spaces.
4. All columns and Beams and load bearing walls of the said building.
5. Under ground water Reservoir and overhead water tanks/reservoir, main pipe for lifting water from underground water reservoir to the overhead tanks, common plumbing system of the building, entire Sewerage system and drainage system in the building. Main water pipes, pump room, lift & lift room, darwan room, pump/motor.

6. Lights in the common areas of the building as well as premises.
7. Other common areas of the proposed building/Blocks of building as well as within the First Schedule property and also within the Second Schedule property.

THE SIXTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION FOR MULTI STORIED BUILDING

1. **SCOPE OF WORK**

- a) All R.C.C., P.C.C brickwork plaster, lintons chajja.
- b) Doors and windows.
- c) Flooring and Glazed tiles work.
- d) Sanitary and plumbing works.
- e) Electrification works.
- f) M.S. Grill.
- g) Painting works.

2. **SPECIFICATIONS**

- a) Foundation earth cutting soling and rod binding and R.C.C., P.C.C. etc. concrete for R.C.C. will be M15 (1:2:4) volume mixed steel. Tor Steel and brick work outside 250 and 200 brick wall in 1:6 mortar inside 125 and 75 brick wall in 1:4 mortar outside plaster 1:4 mortar inside plaster 1:6 mortar with lift machine including lift with 4 persons

capacity. The make of the lift shall be Eastend Elevator and/or Adms.

b) **DOORS AND WINDOWS**

Door frames shall be 4" x 2½" Malaysian sill or equivalent and window Aluminium frame and sliding window with glass and inside doors will be 35 mm commercial Flush doors and Main door each Flat one panel doors Gammer wood and doors will be fitted with kabja and each doors one C. P. handle and inside one aluminium tower bolts and outside one Aluminium tower bolts and front main door one night lach and both side one C.P. Handle.

c) **FLOORING WORKS**

Bed Rooms and living cum dinning Hall flooring shall be with vitrified tiles 2'-0" x 2'-0". Kitchen flooring floor files 1'-0" x 1'-0" and wall tiles used on the top of shelves in kitchen upto 3'-0" high and tiles size 12" x 8" make by Gujrat tiles in white toilets flooring. Floor tiles 1'-0"x1'-0" and wall tiles in white. Toilets Flooring, Floor tiles 1'-0"x1'-0" and wall tiles will be used in toilet walls upto height of door label, glazed tiles size 12' X 8" make by Gujrat tiles in white including skating and marging and top of shelve in kitchen top will be finished with marble and kitchen sink make by marble/stainless steel. The total floor including

staircase stair landing will be finished marble cut size including fitting and polished and ground floor car parking and outside open space shall be finished with A.P.S. flooring.

d) **SANITARY AND PLUMBING WORKS**

High density P.V.C. pipes will be used for storm water discharge and S.W. pipes will be used in underground sewer line. All water supply lines pipe will be used P.V.C. Ori Plus pipe and fillings and same quality fittings will be provided. All toilets will be quipped with one commode and one Indian one basin (without pedestal) one shower with tap and another tip and wall mixture. The cistern for the commode will be PV.C. make. The filling stated above will be parry wary Janson Padel in white. In kitchen one medium size green marble sink with tap will be provided. In toilets hot and cold water lines will be provided excluding kitchen. All C.P. fittings will be ES-ES Trand/Brand, and OMCO Deluxe or ESSCO deluxe brand.

e) **ELECTRIFICATION WORK**

For concealed wiring P.V.C. pipe will be used as casting. The electrical wiring will be of Havells or Anchor or Polycabe or equivalent brand and Iron Box and P.V.C cover and all fittings such as switches and plugs combined and

M.C.B. etc. will be Anchor Penta Deluxe or Prity and main switch floor and Anchor equivalent brand.

Electrical Points will be provided as stated below :

1. In each bedroom : 2 light points, one fan and one 5 amp. plug point and one 15 amp. Plug point and in master bedroom one A.C. point shall be provided.
2. In kitchen : Two light points one exhaust fan and one power point.
3. The living cum dinning : Four light points, two fan points 3 plug points one 15 amp. plug and one T.V. and telephone points.
4. In veranda : One light Point.
5. In toilet : One light point one Exhaust fan point and one 15 amp power points.

M.S. Grills of simple design.

Painting Works :

All internal walls will be finished with plaster of paris including staircase and car parking area and external walls will be finished with one coat of cement wash and two Coats ACE or wall master or equivalent brand. One coat wood primer shall be given in the doors. In grills one coats primer and two coats of synthetic enamel paint shall be done.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED AND

DELIVERED in the presence of:

1. K Zaman
Advocate

Sukumar Roy
(1) SUKUMAR ROY
A DE PR 0425M

Anima Roy
(2) ANIMA ROY
A V PPR 2236M

Ashima Mandal (Roy)
(3) ASHIMA MANDAL NEE
ROY ACI PR 5662H

2. Mohan Mandal.
(MICHAEL MANDAL)
Vill - P.O. Dandakpur.
P.S. - Kateshah. 24.P.O.S.

SHAHI CONSTRUCTIONS PVT LTD

(Owners/first party
as well as Principals)

SHAHI CONSTRUCTIONS PVT LTD

3. Susanta Das
(SUSANTA DAS)
Vill - P.O. Dandakpur
P.S. Kateshah
Kul - 139

Director
AXXPK3044J

M/S. SHAHI CONSTRUCTION
PVT. LTD.
(DEVELOPER)

Irfan Alam

(IRFAN ALAM)
as attorney ACS PA 4943

Drafted by me

K Zaman
Advocate
City Civil Court,
Calcutta

MEMO

RECEIVED from the within named Developer the within mentioned sum of Rs. 5,00,000/- (Rupees Five lakhs) only as First Instalment of Security deposit this day in terms of this agreement in the matter as follows :-

By A/c Payee cheque/^{2. Cash}~~Bank draft~~

Rs. 5,00,000/-

From the

Bank Branch

Witnesses :-

1. *Subhanta Das*

Sukumar Roy
(SUKUMAR ROY)
(Owner No.1)

2. *Mohar Mondal.*

MEMO

RECEIVED from the within named Developer the within mentioned sum of Rs. 5,00,000/- (Rupees Five lakhs) only as First Instalment of Security deposit this day in terms of this agreement in the matter as follows :-

By A/c Payee cheque/^{2 Cash} ~~Bank draft~~

Rs. 5,00,000/-

From the Bank Branch

Witnesses :-

1. *Sushanta Mehta*

Anima Roy
(ANIMA ROY)
(Owner No.2)

2. *Moham Mondal.*

MEMO

RECEIVED from the within named Developer the within mentioned sum of Rs. 5,00,000/- (Rupees Five lakhs) only as First Instalment of Security deposit this day in terms of this agreement in the matter as follows :-

By A/c Payee cheque/~~Bank draft~~ *e. Carr*

Rs. 5,00,000/-

From the Bank Branch

Witnesses :-

1. *Subhash Chandra*

Ashima Mondal (Roy)
(ASHIMA MONDAL NEE ROY)
(Owner No.3)

2. *Mohan Mondal*