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02-2354312/2021  
 The document is admitted to registration  
 The endorsement sheet/s and Signature  
 Sheet/s attached to this document are  
 the part of this document.

Additional District Sub-Registrar  
 Sutahata

16 NOV 2021

DEVELOPMENT AGREEMENT OR  
 CONSTRUCTION AGREEMENT

Moham Dondapati  
 Kalipada Senapati  
 : Kalipada Lankhman Senapati

Moham Dondapati



Moham Dondapati

De Developer

Aparna Patra Phadivekar

Proprietor

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Mohan D  
Kalipada L  
Kalipada L  
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THIS AGREEMENT is made on This the 16<sup>th</sup> day of November  
Two Thousand Twenty One.

BETWEEN

1) **MR. MOHAN DANDAPAT**, Son of Sumati Charan Dandapat, having Aadhaar No.-2235 8309 9184 and PAN No.- **AHPPD2065C**, residing at Vill.- Basudevpur, P.O.- Khanjanchak, P.S.- Durgachak, Dist.- Purba Medinipur, Pin- 721635, 2) **MR. KALIPADA LAKSHMAN SENAPATI** Alias -Kalipada Lashman Senapati, Son of Lakshman Senapati having Aadhaar No.- **9905 8373 4421** and PAN No.- **AZIPS6608R**, residing at S No.- 81/1/2/17 Ambar Plaza F-C1, Karanje, Tarf Satara, P.O.+ P.S.- Satara Dist.- Satara Maharashtra - 415002,

3) **MR. BRINDABAN DAS** son of Shambhu Charan Das, having Aadhaar No.-2098 7544 9414 and PAN No.- **AQQPD6225Q**, residing at Vill.+P.S.- Bhabanipur, P.O.- Debhog, Dist.- Purba Medinipur, Pin- 721657 and 4) **MITA DANDAPAT** Wife of Mohan Dandapat having Aadhaar No.- 327252287810 and PAN No - **AOYPD8234M** residing at Vill - Basudevpur. PO - Khanjanchak P.S- Durgachak, Dist.Purba Medinipur Pin-721602 all by faith Hindu by occupation - Service and Business, ADSRO --Sutanata, hereinafter called and referred to as the "OWNER/S" (which term or expression shall unless excluded by or repugnant to the context or subject to deemed to mean and include their respective heirs executor, administrators, legal representative and/or assigns) of the ONE PART

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M/S DE DEVELOPER a regd. and a sole proprietorship business firm having regd No.- 11964 under the Municipal Act, Regd. Office at Brajanathchak, P.O.- Haldia Port, P.S Haldia, Dist.- Purba Medinipur Pin 721605, represented by it's Proprietor of **APARNA PATRA PHADIKAR**, having PAN No.- BVDPP4542D, W/o-Debaprasad Phadikar, residing at Vill. Brajanathchak, PO- Haldia Port P.S- Haldia, Dist.-PurbaMedinipur Pin 721605 by Citizenship Indian by Religion Hindu, by Occupation - Business hereinafter called and referred the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context or subject to deemed to mean and include his respective heirs executors, administrators, legal representative and/or assigns) of the OTHER PART.

WHEREAS we land owner/s are absolutely owning and possessing a piece of Bastu land measuring an area of 23.100 + 6.300 + 6.300 + 6.300 = 42.000 (Forty Two) Decimal more or less laying and situated under Mouza- Basudevpur, J.L. No.-126, L.R & R.S. Plot No.2596 with in limitation of Haldia Municipality under P.S- Durgachak in the district Purba Medinipur more fully and particularly mentioned and described in the following schedule "A" and clearly mentioned separately in the following way.

- a) WHEREAS I, the Land owner No.-1 means MOHAN DANDAPAT son of Sumati Charan Dandapat is owning and possessing of Bastu land measuring 23.100 (Twenty Three Point one) Decimal more or less laying and situated under Mouza- Basudevpur, J.L. No.-126, L.R & R.S. Plot No.-2596, P.S-Durgachak, by way of different Regd. Sale Deeds in different date duly regd. At the Office of the ADSR Sutahata and also enjoying the right title and interest peacefully without any claim and demand from any other corner till now and also prepared LR & ROR vide Khatian No.- 8672 & 8584.

Date	Deeds No.	Seller	Area (decimal)
9/3/2021	2610	Uttam kr. Mondal & others	4.204
3/7/2018	5428	Mithu samanta roy	2.700
5/9/2018	7080	Sunil roy	5.700
18.9.2018	7431	Sunil roy	9.500
12.10.2018	8128	Uttam kr. mondal	1.000

b) WHEREAS I, the Land owner No.-2 means KALIPADA LAKSHMAN SENAPATI @ Kalipada Lashman Senapati son of Lakshman Senapati is owning and possessing of Bastu land measuring 6.300 (six point three) Decimal more or less laying and situated under Mouza- Basudevpur, J.L. No.- 126, L.R & R.S. Plot No.-2596, PS-Durgachak, by way of different Regd. Sale Deeds in different date duly regd. At the Office of the ADSR Sutahata and also enjoying the right title and interest peacefully without any claim and demand from any other corner till now and also prepared LR & ROR vide Khatian No.- 8908

Date	Deeds No	Seller	Area (decimal)
3.7.2018	5428	Mithu samanta roy	4.000
5/9/2018	7080	Sunil roy	2.300

C) WHEREAS I, the Land owner No.-3 means BRINDABAN DAS son of ShambhuCharan Das, is owning and possessing of Bastu land measuring 6.300 (six point three) Decimal more on less laying and situated under Mouza- Basudevpur, J.L. No.-126, L.R & R.S. Plot No.- 2596, P.S- Durgachak, by way of different Regd. Sale Deeds in different date duly regd. At the Office of the ADSR Sutahata and also

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enjoying the right title and interest peacefully without any claim and demand from any other corner till now and also prepared LR & ROR vide Khatian No.8747, 8728,8731

Date	Deeds No	Seller	Area (decimal)
3/7/2018	5428	Mithu samanta roy	0.500
5/9/2018	7080	Sunil roy	0.400
18.9.2018	7431	Sunil roy	0.400
16.02.2018	1298	Mithu samanta roy	5.000

c) WHEREAS , the Land owner No-4 means SMT. MITA DANDAPAT Wife of Mohan Dandapat is owning and possessing of Bastu land measuring 6.292 (six point two nine two) Decimal more or less laying and situated under Mouza-Basudevpur, J.L. No.-126, L.R & R.S. Plot No.-2596, P.S- Durgachak, by way of Regd. Exchange Deed in different date duly regd. At the Office of the ADSR Sutahata and also enjoying the right title and interest peacefully without any claim. and demand from any other corner till now and also prepared LR & ROR vide Khatian No.8882,8884,8877

Date	Deeds No	Seller	Area (decimal)
17/08/2021	6430	Sukendu Khatua	6.292

AND WHEREAS the First Parties/ Owners / Landlords and herein become the absolute sole owners and occupier of all the said property which is free from all encumbrance, charges, liens, claims, demands, attachment, requisition, acquisition, trust and liability whatsoever in the demised premises. WHEREAS for security and to get some financial

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benefit landlords /First Parties to develop the said property & to construct some new (G+6) more or less storied building on the said property as described in the Schedule "A" below but due to lack of experience and stringency of finance, he is in search of a good, experienced and financially capable Developer who could do the needful construction on the said property.

WHEREAS the SECOND PARTY being an experienced and financially capable developer approached the owner to enter into an agreement for developing construction new mansionary (G+6) more or less storied building with a formulated scheme to do so and for that after having several discussion regarding the terms and conditions of the agreement, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the agreement and development of the said property. However the Developer shall start the construction after getting the new building plan sanctioned from the Appropriate Authority/ Haldia Municipality whatever they may be.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

#### ARTICLES DEFINITIONS

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

- 1.1 **THE PROPERTY** shall mean the mentioned and hereunder written in the Schedule "A" property within, Basudevpur Mouza, RS & LR DAG NO- 2596, L.R. Khatiyan No- 8672,858,8908, & 8747 J.L. No. 126, P.S. Durgachak, Dist. Purba Medinipur, within the jurisdiction of the Addl. Dist., Sub Registrar Sutahata, Dist. Purba Medinipur area of Plot 42.00 decimal Bastu Land.

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- 1.2 **THE BUILDING** shall mean the building to be constructed on the said property in accordance with the building plan to be sanctioned by the competent authority/ Haldia Municipality at the cost of the Developer.
- 1.3 **OWNER** will mean the above said Owner/Landlady and . and her heirs, executors, administrators, legal representatives and assigns. 1.4. **DEVELOPER** will mean the below named
- 1.4 **DEVELOPER** will **M/S DE DEVELOPER** a regd. And a sole proprietorship business firm having regd No.- 11964 under the Municipal Act, Regd. Office at Brajanathchak, P.O.- Haldia Port, P.S- Haldia, Dist.- PurbaMedinipur Pin 721605represented by proprietor **APARNA FADIKAR** having PAN No.- BVDPP4542D, W/o-Debaprasad Fadikar residing at Vill. Brajanathchak, P.O.- Haldia Port, P.S- Haldia, Dist.- PurbaMedinipur Pin 721605 .
- 1.5 **THE UNIT** will mean the Partly or wholly constructed Flat/Apartment in the building (which is agreed to be completed by the Second Party Developer) and also include a Proportionate share in common portion of the said property and structure whatever the case may be.
- 1.6 **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the ratio between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners/Land Lord.
- 1.7 **THE COMMON PORTION** shall mean and include the common portions to be made and erected for convenience of the intending purchasers and or lawful owners.
- 1.8 **THE ARCHITECT** shall mean such Architect or Architects appointed by The Developer as Architect for the building or such

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other Architect or Architects as may be appointed by The Developer . Cost of which will be borne by The Developer only.

1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provision for common areas and facility and space required therefore proportionately.

1.10 **OWNERS ALLOCATION** shall mean the owners will be allocated 35% (Thirty Five percent) of the building sanctioned as well as constructed built up area to be made at the said property including with proportionate share, right, title and interest in common facilities including the right of using said . in G+6 ( more or less) Floor sanctioned building/s) plus 35% ground floor garage facility in G+8 Floor sanctioned building..

1.11 **DEVELOPER'S ALLOCATION** shall mean the remaining 65 % ( Sixty Five percent) , of the sanctioned area out of the total sanctioned area and 65% on the ground floor to be made at the said property together with proportionate share, right, title and interest in common facility amenities including the right of using the said facilities with right to the undivided proportionate imitable share in the land with all rights of The Developers to negotiate for sale out the said portion either to the intending purchaser or purchasers for adjustment of their expenditure and investments of the finance for raising the said construction of the said property as per the sanctioned plan in (G+6) Floor building except owners allocation i.e. developers will get 65% flat of the constructed building. plus 65% Ground Floor garage facility.

1.12 **GROUND FLOOR ALLOCATION** shall mean except the common undivided portions there will be 65% garages for Developer & 35% for owners/ Landlords.

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1.13 **TRANSFER. WITH ITS GRAMMATICAL VARIATIONS** shall mean adopted for affecting what is understood as a transfer for undivided share of landing multi-storeyed building belonging to the Developer's allocation to purchasers thereof by execution and registering Deed or Deeds of Conveyance.

1.14 **TRANSFeree** shall mean the person or persons to whom any space in the building shall be transferred belonging to the Developer's Allocation.

1.15 **THE DATE OF DELIVERY** shall mean and include the date on which the owner shall handover, the possession of the property to the Developer for starting the construction work at the said property as before or after sanctioned plan taking proper receipt of such acceptance and further after making the construction of the Owners' allocation as mentioned above shall be handed over to the Owners by the Developer within 36 (*Thirty Six*) months from the date of sanction of building plan and in that case the date of giving such possessions shall be noted as delivery or possession to the new construction and in either case proper receipt shall be obtained by the either party herein

1.16 **SANCTIONED PLAN** shall mean and include the new building plan including Fire Fighting arrangement to be sanctioned by the competent Authorities.

1.17 **STATUTE PORTION** shall mean and include the portion which is to be allocated in favour of the Developer by the Presents. This agreement shall be deemed to have commenced on and from the date of executions of these presents.

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## ARTICLE II: OWNERS RIGHT & REPRESENTATION

2.1 The owners have every right, title and interest claim or demand whatsoever, or however into or upon the said property( only on the owners allocation of the constructed building).

2.2 The owners are absolutely possessed of the building and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of the agreement:

2.3 The said property is free from all encumbrances charges, liens, attachments, trusts whatsoever or however at the time of this agreement. In case any dispute or legal matter arises regarding the property and the undergoing project hampered then the owners shall bound to pay all financial compensation or damages to the developer.

2.5. That the total area comprised in the said property is 42.00 decimals, a little or more.

2.6. That the owners undertake to handover the said property for the purpose of raising the new constructional the said at the said property by the second party/Developer after the registration of the deed and getting the building Plan duly sanctioned by the competent authorities ..

2.7. that the owners further undertake to execute General/developer Power of Attorney in favour of the second party / Developer whereby the land owners will give the Developer /Second Party all the powers required for the purpose of demolishing the existing building and making such construction.

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### ARTICLE- III DEVELOPER'S RIGHT

3.1 That on the Power and by virtue of the agreement, the Developer/Second Party is herein empowered to raise the construction at the above mentioned property investing his own finance and resource and undertake to erect the said building as per the sanctioned building plan. The building plan, soil testing and whatsoever expenses necessary for sanction of building plan will be borne by the developer

3.2 That the second party is hereby empowered to suitably modify or after the sanctioned plan as and when required and submit the same for approved of the competent authority with the knowledge of the owner but the entire cost will be borne by the Second Party/Developer alone.

3.3 That the Second Party/Developer herein shall have his right to exploit his own allocation upon the limit of sanctioned area as mentioned above and can sale the same with due possession to the intended purchaser but not before handing over possession of the complete sanctioned and constructed area of the owner up to the limit as mentioned above. However the Second Party/Developer has right to enter into agreement for sale with intending Purchaser/Purchasers.

3.4 The Developer/Second Party shall be entitled to appoint its own labours, masons, contractors, engineers, ~~architect~~ etc. for necessary demolition, clearing debris and raising 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 liabilities together with all responsibility 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 any money, liability, disputes, obligations, accidents, hazards or anything whatsoever, eventually takes place at the time or after construction completed and handover to the prospective purchasers.

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3.5 That the Developer/Second Party for the purchase of raising the said construction shall have his absolute right to enter into any agreement for sale of flats, garages, common area etc. in respect of their own allotted portions as mentioned above and to that effect. He will be entitled to receive the earnest money from the intending purchasers together with all advance thereof, that the earnest money accepted by the Second Party/Developer shall remain charged only with Developer's share and to that effect also the owners' share to the lone as mentioned above remain unaffected and non-charged and no Purchaser/Purchasers shall have the right to construct or interface with the portion of the owners for any deal, nor they shall have any right to seek any order of injunction from any court in respect of the owners' share to the tune as mentioned above out of the total construction.

3.6 The owners in this regard undertake to convey a General Power of Attorney in favour of the Second Party/Developer.

#### ARTICLE IV : CONSIDERATIONS

4.1 **ADVANCE/ CONSIDERATIONS:** That, towards the confirmation of this agreement the Developer has paid an interest free advance amount of Rs 10,00,000 (Rupees Ten Lakh) to the Owners by bank transction. This amount will be adjusted/ refunded after getting or possession of owners allocation in future. To allow the Developer/Second Party to construct the building at his own cost on owners' Subject Property in terms of this Sale-Agreement, it is hereby agreed and settled that the owner shall either directly sale their portion of allocated share in the building to be constructed or may receive the actual proceeds of her allocated shares from Developer on sell there of through the Developer..

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## ARTICLE V: DEVELOPER'S RIGHT AND REPRESENTATION

- 5.1 The construction of the entire building shall be completed within 36 months from the date of sanctioned plan by Haldia Municipality and will be handed over to the owners.
- 5.2 For preparation, design and sanctioning the said plan, approved from all the Authorities concern, all costs, charges and expenses incurred will be borne by the Developer/Second Party alone.
- 5.3 At his own to obtain all necessary permission and/or approved and consent.
- 5.4 To incur and pay all costs, charges and expenses for obtaining the permission from the Authority/Authorities Concerned.
- 5.5 To bear all costs, charges and expenses for dismantling the old building & removing the debris and for construction of the said building at the said premises as per sanctioned plan from the Authorities Concerned and Agreement between both the Parties.
- 5.6 To allocate the Owners' allocation as already mentioned in the agreement in the building to be constructed i.e. one flat on the first floor of the total construction upto G+6( more or less) Floor . and above (if any).

## ARTICLE VI: OWNERS' ALLOCATION

- 6.1 The developer shall at his own cost construct, erect and complete the building in all respect as per sanctioned plan and shall allocate the owners' allocation of the constructed area in the said prentices as described above with the right, title, interest in one flat on the first floor of the constructed building). The owners will be entitled to transfer or otherwise deal with the owners allocation in the building before/after or in course of construction work of the building at such considerations and on such terms and considerations to which terms and considerations to which the Developer shall have no objection.

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### ARTICLE VII : DEVELOPERS' ALLOCATION

7.1 In consideration of the above the Developer shall be entitled to get specified portion (as stated-in column no. 1.11.) of the total constructed area in the building to be constructed at the said premises together with the proportion etc. undivided share on the said land with the right of using common facilities and amenities altogether with the rights of use of the roof and the developer shall be entitled to enter into an agreement for sale/sub lease and transfer in their own name or in the name of their nominee to receive, release and collect all moneys in respect thereof and it is hereby expressly of entering into such agreement, it shall not be obligatory on the part of the owners and this agreement itself shall be treated as construct of the owners.

### ARTICLE - VIII: PROCEDURE

8.1 The Owners shall grant to the Developer a general power of attorney as may be required for the purpose of obtaining the sanctioning of the plan and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing the follow up of the matter with the statutory body and other authorities.

8.2 Notwithstanding grant of power of attorney by the owner in favour of the Developer and delivery of possession of the said premises, no action of the developer under this power of attorney shall in any manner fasten or create any financial or any other abilities of any kind whatever upon the owners.

### ARTICLE - IX: CONSTRUCTION

9.1 The Developer shall be solely and exclusively responsible for construction of the said building in line with the sanctioned plan.

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## ARTICLE - X: BUILDING

10.1 The Developer shall at his own cost construct, erect and complete the building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.

10.2 The developer shall install and erect in the said building at his own as per the specification and also as per drawings provided by the ARCHITECT, Lifting Pumps underground storage tank, Fire Water storage Tank, over head water reservoirs, Fire fighting facilities including standard fire extinguishers, permanent electric connection from W.B.S.E.D.C. Ltd. stand by D.C. Generator an electrification in the building and also in the respective flats through concealed wirings, C.C. TV surveillance and other facilities as are required to be provided in a residential multistoried building in Haldia on ownership basis or otherwise.

10.3 The Developer shall complete the building with outside plastering and with decent colouring of the outside and inside the building in total complete condition up to wall putty.

10.4 The Developer shall bear the entire cost of construction including architect fees for building plan to be sanctioned from Haldia Municipality & other Authorities concerned without creating any financial or otherliabilities on the owners regarding the of the said building.

## ARTICLE XI: COMMON FACILITIES

11.1 The Developer shall pay and bear all Municipal Taxes and other dues, impositions and outgoing in respect of the said premises according due as from the date of sanction of the building plan till handover the possession within the stipulated period in favour of the owner as well as other flat owners. But if any dues made by the Developer of the previous due all such payments shall be adjusted from the Owners' allocation or the owners will refund the same without

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interest to the Developer either by cash or by cutting out some portion from the owners' allocation by the Developer in the newly constructed building. However the owner will bear the Municipal tax proportionately after getting possession of their allocated portions.

11.2 After the completion of the total construction the Developer and the Owner including their respective assigns will bear the cost of common facilities and maintenance charge like cost of Maintenance of Lifts, Drains, Security Guard, Pump Motors, D.G. Set and electric charge in common areas and common use in proportion of their respective possessions including proportional share of premium for the Insurance of the building, water, fire, scavenging charge etc.

11.3 A new ambulance will be provided by the Developer/Second Party for the use of all occupants of the building in case of emergency. But the maintenance & running cost of the same including monthly emolument of the driver/care taker to be borne by all the occupants of the building.

#### 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 and all costs, charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the Developer/Second Party save and except the defective title of the owners, if any found..

#### ARTICLE - XIII : DEVELOPER'S INDEMNITY

13.1 The Developer hereby undertakes to keep the owners indemnified against all third party claim and actions arising out of any sorts of act of commission for the Developer or relating to the construction of the building.

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13.2 The Developer hereby undertakes to keep the owners 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 and/or in the manner of construction of the said building and /or any defect 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 Owners.

14.2 The Developer in consultation with the owners shall frame a scheme for the Management and Administration of the said building and/or common parts thereof. The owners hereby agree to abide by the rules and regulations of such Management.

14.3 It is agreed by and between the parties hereto that after starting the new construction work by the Developer this agreement can not be cancelled by any manner.

14.4 As and from the date of completion of the building, the Developer and/or his transferees 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 allotted area.

14.5 There is no existing agreement regarding development or sale/sub lease of the said premises and that all other arrangements, if any, prior to this agreement have been cancelled and are being, suspended by this agreement.

14.6 In case of death of the owner/owners the legal heir's name are to be treated as owner/owners and all such legal heirs shall have to maintain the terms and conditions of this Agreement.

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14.7 All arrear Municipal Taxes will be in Account of the Owners upto the date of agreement Mutation charge, if pending will be borne by the Developer.

14.8 The certified copy of the Original title deeds in respect of the existing property during the agreement shall be kept with the Developer and any person duly authorized by the owners shall be entitled to have inspection and make extract there from and upon completion of the building, the same will be handed over to the owners.

14.9 Electric Bill during the period of construction of the building to be borne by the Developer.

15. owner will pay extra DEG cost and other cost after possession of their flats and they also provided the cost of decoration or extra work cost on flats if done directly to the developer.

#### ARTICLE - XV: FORCE MEJURE

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 prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

15.2 Force Majure shall mean flood, earthquakes, riot, war, tempest, civil commotion, strike, COVID 19, and/or any other act or commission beyond the reasonable control of the Developer.

#### ARTICLE XVI: COURT PROCEEDINGS IN CASE OF VIOLATION OF ANY OF THE TERMS AND CONDITIONS

#### EITHER BY THE DEVELOPER OR THE OWNERS

16.1 If the Developer violates any terms and conditions as stipulated in this agreement. or-owners. violate any terms and conditions as stipulated in this agreement, then in that case, the parties are at liability

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to agitate their grievance before the court of Law and its decision is final and binding upon the respective parties.

#### ARTICLE XVII: ARBITRATION

17.1 In case of any dispute or difference arisen between the parties hereof with regard to this agreement and/or work relating thereto, the same shall be referred to the joint arbitrators nominated by both the parties hereof as per provision of the Indian Arbitration & Reconstruction Act, 1996 or any statutory enactment and such award shall be binding upon the parties. In case of difference with the reference, the joint Arbitrators will appoint an umpire and his decision is final and binding upon the respective parties, but in no event, none of the parties shall be entitled to stop the progress of construction or development of the said premises until such time and the award is giving by the Arbitrators or the umpire, as the case may be.

#### SCHEDULE "A": REFERRED TO ABOVE

ALL THAT piece and parcel of Bastu Land. Containing an area measuring about 42.00 decimal Out of 220.00 decimal therein comprised within . Mouza-Basudevpur, J.L. No. 126, RS & LR DAG NO- 2596, L.R. Khatiyan no- 8672,858,8908,8747 P.S. Durgachak, Dist. Purba Medinipur, Pin 721602 within jurisdiction of the Addl. Dist. Sub Registrar Sutahata, Dist. Purba Medinipur which butted and bounded in manner as follows:

B) Amenities and facilities:

1) Wall & Ceiling: Internal 5 inches thick wall with putty finish.

Meham Do  
Kali Pada S  
Kali Pada Laddh  
Amita

Bimlesh

De Devel  
Apartment  
Pro

- 2) Front elevation & outside walls. External 8" thick wall, plastered, painted with two coats of exterior finish snowcem paint, front elevation with paint of good quality.
- 3) Floor Finish: 4K rooms and balconies and common area will be title and the staircase will be gray/white marble with attest 6" skirting of same type
- 4) Doors --Door frame of good quality of sale wood and commercial flash, Toilet doors will be of PVC quality (for Water Proof).
- 5) Windows: All windows will be Aluminium frame with glass filledbox windows with outside Projection Covered with iron grills.

In witness WHEREOF the parties hereto signed on this Agreement at on this day, month and year first above written in the presence of.

DRAFTED BY: SANDIP MAITI (ADVOCATE)

E.N. NO- F/653/746/09

1. Witnesses

Deputy Commissioner of Surveyor. Phulbari  
Brajendra Chak, Saldee Pant, Saldee