Kolkata Municipal Corporation and to furnish a copy thereof to the Owner.

4.8 After sanction of the said building-plan, the developer shall have his right to enter into any agreement for sale with any third party buyer in respect of any portion falling within the meaning of the Developer's Allocation on such terms, condition and consideration as the developer may think fit and proper to which the Owner shall have nothing to say.

4.9 In any circumstances, the developer shall not have any right or authority to enter into any agreement or to deal with or dispose of any portion of the newly constructed building falling within the Owner's Allocation.

4.10 The Developer shall also have the right to sign, execute and register the necessary Deed of Transfer or Deed of Sale in favour of the prospective buyer of the developer in respect of the Developer's Allocation and shall act as Constituted Attorney of the Owner to sign and execute the same at the cost of the prospective buyer.

4.11 The Developer shall not have any right or authority to transfer or assign his right under this agreement to any other third party in any manner whatsoever.

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4.12 After obtaining the completion certificate by the Developer from the K.M.C. at its Lots and expenses as aforesaid the developer shall in writing call upon the Owner to take possession of the Owner's Allocation and shall make over the peaceful possession of the Owner's Allocation whereupon the Owner shall have the obligation to pay the municipal rates, taxes and other outgoings in respect of their allocation to which the developer shall have no obligation whatsoever.

4.13 That during the time of construction or after the completion of the said building if it is found that due to the fault of construction or due to absence of proper building materials if the building demolished or got damaged in that event the Developer, Architect and the building contractor shall be solely responsible for the same and in such event the Owner of the said property shall not be held liable forth same.

4.14 It is agreed between the parties that the developer shall have the obligation to complete the construction as per the specification as provided in the 5th Schedule hereunder written.

4.15 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatsoever name called for erection, construction and completion of the said building, its materials, fittings, fixtures in all respect including temporary and residential connections of water, sewerage, electricity in accordance with law

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and other amenities for the building shall be paid and borne by the Developer and the Owner shall have no responsibility and/or liability towards payment of any dues, liability, costs, charges and expenses by whatsoever name called relating to and/or arising therefrom in any manner or whatsoever in nature. However it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flat(s)/until(s) shall be borne by the Owner and in that event the Developer shall have no responsibility for the same but co-operation in this respect will be extended to.

ARTICLE- V COMMON OBLIGATIONS

5.1 To pay punctually and regularly for their respective allocations, all rates, taxes, levies, fees, charges, impositions and outgoing to be the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the others.

5.2 To abide by all law, bye-laws rules and regulations and orders of the enactments, the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case

Contd.....

may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.

5.3 To comply with and observe all regulations that may be famed for proper and systematic management, enjoyment and upkeep of the premises.

5.4 Not to create any disturbance or annoyance either to the other co-occupiers of the building or to the neighbours.

5.5 This agreement shall always be treated as an Agreement by and between Principal to Principal. The Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute a partnership between Owner and the Developer or an Association of persons. Nothing in these presents, shall be construed as a sale demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents.

5.6 Each party shall be responsible and liable for their respective share and/or taxes and impositions relating to their respective allocations.

Contd.....

5.7 The Developer shall also be entitled to receive earnest money, booking money and/or part of full payment of the consideration money out of the Developer's allocation of the newly proposed multi-storied building at the said part of the premises from such intending buyer(s) without with creating any financial assistance and/or creating any liability upon the Owner for entering into such agreement with the intending buyer(s), except the allocation of the Owner's constructed area.

5.8 The parties hereto shall not be considered to be liable for any obligation hereinunder to the extent that the performance of the relating obligations prevented by the existence of the FORCE MAJURE and shall be suspended from the obligation during the duration of the FORCE MAJURE.

ARTICLE - VI JURISDICTION

6.1 The High Court at Kolkata and its subordinate courts of South 24-Parganas at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO

(The Said Premises)

ALL THAT the property measuring about 3 (three) Cottahs (more or less) together with 100 Sqft structure more or less lying and situate at Premises No. 3813, Nayabad, Post Office -

Contd.....

Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945 togetherwith all easement rights and benefits appertaining hereto butted and bounded by :-

ON THE NORTH : By 22 feet wide Nayabad Main Road ;

ON THE SOUTH : By property of Sudhir Biswas and Jitendra Kumar Jaiswal ;

ON THE EAST : By property of Sudhir Biswas ;

ON THE WEST : By property of Jitendra Kumar Jaiswal ;

SECOND SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION)

ALL THAT shall mean Owner shall get 50% of the total constructed area i.e. 4 (four) shop rooms & 4 flats as per the KMC sanction plan in respect of the multi-storied building having premises No. 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S.

Contd.....

Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945 and also received Rs. 2,00,000/- (Rupees Two Lac) only from the Developers which will be forfeited.

If the Developer construct the said multi-storied building according to sanction building plan.

THIRD SCHEDULE REFERRED TO

(DEVELOPER'S ALLOCATION)

The Developer shall mean the Developer shall get remaining portion of the F.A.R. of the total sanctioned area i.e. 50% constructed area (except Owner's Allocation) in respect of Multi-storied Building with proportionate share of ownership in the land attributable to the said portions alongwith common facilities, utilities, use of roof, civic amenities as to be provided in the newly constructed building at the aforesaid Premises no. 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945 after handing covers Owner/Owners' Allocation to the Owner.

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FOURTH SCHEDULE ABOVE REFERRED TO

(Common Parts areas and facilities)

1. The lands and space lying vacant within the said premises. The space within the building comprised of the entrance landings, lobbies etc.

2. The foundation columns girders, beams, supports, main walls, the main gate and other entrance of the said building of the premises and the passages leading to the building and staircase including the roof of the building.

3. The installation of common service such as the discharge system in the premises, water supply arrangement in the premises and electric installation and other Civil amenities, if any to the premises.

4. Sewerage lines thereto connected, pump motor, roof, under ground water reservoir, overhead water tanks, septic tank, water pipes and other plumbing installations. All other facilities and amenities in the premises which are intended for common use.

FIFTH SCHEDULE ABOVE REFERRED TO

(Specification of Construction of Owners' Allocation)

1. Foundation : The building is designed of R.C.C. footing and frame.

Contd.....

2. Walls : All the external walls shall be 200 mm thick 1st class brick wall with cement plaster. All internal partition walls shall be 75mm. thick brick wall with both side cement plaster.

3. Doors : All door frame shall be 75/62 mm wood main door and 75/62 mm internal doors timber. All door shutter shall be 32mm thick flash doors. All fittings such as M/s. Hinges, Haj Bolt. Aluminium tower built, door stopper shall be provided to main door.

4. Window : All the aluminium windows fitted with grill Guard shall be in M/s. Section Integrated Grill, 2mm, thick glass panes galvanized peg stay and handless with synthetic enamel paint over a coat of red oxide paint.

5. Flooring : All the flooring shall be with tiles and skirting in 100mm. high. Toilets shall have 1.5m. high dado Tiles (Ceramic) all sides with a kitchen table of 1'-6" black stone top with black stone top.

Contd.....

6. External Finishing : All external walls will be painted with 2 coats of cement base paint of standard quality.

7. Sanitary & Plumbing : All the internal horizontal soils and waste water pipe shall be 50mm & 100mm dia P.V.C. pipes Joint in cement. All the vertical soil, vent and Waste pipes shall be 50mm, 100 mm, dia P.V.C. pipes joint with cement mortar and exposed to wall. All the rain water pipes shall be 100mm dia in good quality P.V.C. All the rain water pipes shall be 100mm dia in good quality P.V.C. All the water supply pipes shall be exposed to walls, the sanitary shall have Commode (white) with low down P.V.C. cistern, (white) 1 no. White wash basin shower with cold water provision. All bath room fittings such stopcock, bip cock, pillar cock etc. will be in C. P. brass.

8. Electrification : All the internal wiring shall be concealed in Polythene conduit, all wires shall be of copper all switch boards of M. S. flush with walls with "Acrylic" cover with white switch. All bedrooms provide 2 Nos. Light point, 1 No. Fan point, 1 No. 5 Amp plug point,

Contd.....

1 no. Extension point provisions, living room shall provide with 2 nos. light point + 1 no. fan point + 1 no. 5 amp. plug point 1 no. calling bell point. Kitchen shall be provided with 1 no. light point + 1 no. 15 amp. plug point. 1 No. Exhaust point. Verandah shall be provided with 1 no. light point. Each toilet 1 no. light point + 1 no. plug point.

9. Water supply : Each flat will be provided water supply line from P.V.C. over headwater tank. Over head water tank shall be fitted up by water pump from underground (semi) water reservoir for all the flats. Water will be supplied from Kolkata Municipal Corporation Water supply.

10. General : Each flat shall have separate C.E.S.C meter and the cost will be borne by the Owner.

SIXTH SCHEDULE ABOVE REFERRED TO

SPECIFICATION OF MATERIALS FOR CONSTRUCTION OF SCHEDULE "A" MENTIONED HEREBY DESCRIBED HEREIN ABOVE

BUILDING :

1) The building is R.C.C. frame (M 20 grade).

Contd.....

2) The foundation of the building is of R.C.C. isolated square feet (M. 25 grade 1:1 $^{1}/_{2}$:3).

3) Slab thickness is 4"/5" as per structural drawing.

4) 8th, 5th & 3rd brick work walls with 1:6, 1:6 & 1:4 sand cement mortar respectively.

PLASTERING :

1) Outside ¾" thick 1:6 sand cement mortar.

2) Inside ½" thick 1:4 sand cement mortar.

3) Ceiling and concrete surface ¼" thick 1:4 sand cement mortar.

4) Roof treatment.

5) Rooms of the flat shall be finished with plaster of paris.

FLOORING :

1) All floors and skirting of living, dining, bedrooms, kitchen, toilet and verandah shall be finished with tiles flooring alongwith 4" inch height tiles skirting from the floor.

2) In all common spaces such as lobby, stair landing, and entrance lobby shall be finished with marble (slab).

Contd.....

3) Service area such as pump room, garage space and other mandatory open space shall be finished by net cement.

4) Toilet shall be Marble/tiles finished.

DOOR & WINDOWS :

1) Front main gate of the building shall be made of iron gate.

2) All doors will have Sal wood frame with 35 mm thick ply with flush door (reputed make).

3) All windows will be of standard quality aluminum. Thick plane glass + Grill.

4) Main door will have Flash Door and be fitted with standard quality mortise of Branded lock in each flat.

SANITARY & PLUMBING :

1) Bathroom

a) One commode/white (light colour).

b) White basin 22" of standard brands in inside bathroom.

c) Shower, tap, hot & cold water system and one tap in each bath-room.

Contd.....

d) All Bib-cock and Taps will be of I.S.I. marks.

e) One Bib-cock near commode/pan.

f) Standard quality glazed colour titles shall be fixed up to 6'-6" height from floor level.

g) Provision for exhaust fan.

2) **KITCHEN** :

a) R.C.C. cooking platform will be black stone finished and all windowsill marble finished one $^1/_2$" tap over sink.

b) One kitchen sink of standard quality (stainless still).

c) Concealed pipe lines for only cold and hot water will be provided.

d) Provision for exhaust fan.

e) Standard quality glazed colour titles shall be fixed up to 3' height from floor level on the cooking platform.

3) **PIPE LINES** :

a) All rain water pipes, soil and waste water pipes shall be of high density P.V.C. pipe (supreme).

b) All underground sewer line, gully pit etc. shall be of earthen wire.

Contd.....

c) Distribution of water line from overhead reservoir shall be of I.S.I. brands P.V.C. pipe.

ELECTRICAL (concealed wiring)

1) Bed rooms.

a) One three pin plug point (5 amp).

b) Two light point.

c) One fan point.

d) One power point (15 amp) for A.C. provision in one bed room.

2) **LIVING/DINING/KITCHEN** :

a) Two light point, one light point near kitchen counter.

b) One three pin plug point for T.V and other purposes.

c) One power point (15 amp).

d) One fan point.

3) **TOILET** :

a) One light point.

b) One power point for Geizer.

c) One exhaust fan point.

4) Verandah, one light point.

Contd.....