8.1 The construction of the said new building shall be made by the Developer as per the plan approved by the parties hereto.

8.2 The Developer shall be entitled to obtain necessary modification or rectification plan for the purpose of completion of the construction of the building if necessary to be as per the plan approved by the parties hereto.

8.3 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.

8.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owners shall not in any manner would be made responsible or liable.

ARTICLE-IX: SPACE ALLOCATION

9.1 After completion of the construction of the new building, the Developer will allot the flat to the Owners first and after that to the intending purchasers according to the booking of allocation of the prospective purchasers.

9.2 The Developer will be solely responsible for the allotment of flats and spaces in the building to be constructed by him and no one will be entitled to interfere thereto including the Owners herein.

ARTICLE-X: RATES & TAXES

10.1 The Owners, Developer and Developer's transferees shall bear and pay the municipal taxes, building taxes and other rates and taxes whatsoever as may be found payable in respect of the said new building after delivery of possession to the Owners & purchasers proportionately.

10.2. The Owners, Developer or the Developer's transferees after taking possession, shall bear and pay the proportionate amount of cost of maintenance and service charges with regard to the said new building in respect of their allocation and the Owners shall be liable for the same but they will pay for their allocation only.

ARTICLE-XI: JOINT DECLARATION

11.1 During the continuance of this agreement, the Owners herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of their right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

11.2 The Owners shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except their allocation prior to notice to be served by the Developer.

11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within **30(Thirty)** months from the date of sanction of the building plan.

11.4 If the Developer fails to complete construction and/or complete the said building during the said period ,then in that case the Owners shall extent 6(six) months as grace period for completion of construction

11.5 The Owners till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owners have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title .

11.6 The Owners will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owners shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

11.7 Nothing contained in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the Owners in favour of the Developer save as herein expressly provided and also the exclusive licence and/or contract to the Developer to commercially exploit the said property in terms hereof on specific agreement basis subject to fulfilment of terms and conditions, failing which Developer shall have no right to sell the flats and spaces in the said building.

11.8 The Owners and Developer have entered into this agreement purely on contract basis and nothing herein contained shall be deemed or construed as a partnership between the parties in any manner nor shall be parties hereto constitute an Association of persons.

ARTICLE-XII:ARBITRATION & JURISDICTION

12.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms herein contained, the same shall be settled amicably between the parties hereto, if the same is not settled then the matter will be referred to the Arbitration consisting of three members each party will appoint one and third will be appointed by the said two and the decision of the majority will be binding upon the parties hereto and/or same will be proceed according to law or as per provision of Arbitration and Conciliation Act.1996 as amended up to date .

12.2 The Courts at District South 24-Parganas alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land measuring 8 Cottah 12 Chittak be the same a more or less together with the tile shed structure standing thereon, situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No. 206 corresponding R.S. Khatian No.1776, being Municipal Premises No.21, Purbachal Kalitala Road, vide Assessee No.311061 500216, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078, under P.S. formerly Tollygunge then Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation Ward No.106,Sub-registry office at Sealdah, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : 8ft. wide KMC Road / Kalitala Kali Temple,

On the South : 12ft. wide KMC Road ,

On the East : Building and vacant Land,

On the West : Land of Manas Halder.

SECOND SCHEDULE ABOVE REFERRED TO

(Owners' Allocation)

OWNERS:

Sri Sajal Kumar Roy will get one flat, on First floor east-west-north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Smt. Safali Mondal get one flat, on First floor flat (behind Flat of Sajal Kumar Roy) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building;

Sri Samir Kumar Roy will get one flat, on Second floor East-west- north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Sri Anjan Deb, Joy Deb and Swapna Talukder jointly get one flat, on Second floor flat (behind Flat of Samir Kumar Roy) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building;

Smt. Sona Rani Basu, will get one flat, on Third floor east-west-north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Sri Samar Kumar Roy get one flat, on Third floor flat (behind Flat of Sri Anjan Deb, Joy Deb and Swapna Talukder) and one Car

Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building and a sum of Rs.11,00,000/-(Rupees Eleven Lakh) only as and by way of non-refundable money, paid by the Developer to the Owners namely (i) **Sri Sajal Kumar Roy,**(ii) **Sri Anjan Deb, Joy Deb and Swapna Talukder ,(iii) Sri Samir Kumar Roy , (iv) Sri Samar Kumar Roy,**(v) **Smt. Safali Mondal and** (vi) **Smt. Sona Rani Basu**) at the time of signing this Agreement.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT save and except the Owners' allocation, the remaining constructed area of the proposed G+III storied building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

1. Construction will be made as per sanction building plan of the K.M.C. with R.C.C structure frame work.

2. All the materials to be used will be brand new and first class quality and the workmanship will be of proper standard.

3. Aluminium channel sliding window 3/8 bar steel grill with glass panes and other necessary fittings will be provided in the window.

4. All doors will be of ISI Mark of flush door, 32/35 mm in thickness. Toilet and W.C. door will be of PVC sheet

5. Flooring will be of 2' x 2'size white marble/Tiles and normal dado of

6.In the kitchen 6'ft x 12'-6"black stone slab cooking platform with steel sink and glazed tiles up to 3'ft height from the side of black stone slab.

7. In the Toilet, white glazed tiles on the wall up to 6' ft. height with white Indian pan / Commode , and standard taps in Toilet, one shower point, two tap in kitchen i.e. one in the sink and one under the sink and one wash basin point either in kitchen or in toilet.

8 Concealed electrical wiring with standard copper wires as per Architectural lay out in the manner hereunder written:-

Bed room – Two light point, one fan point and one 5 Amp plug

Dining – One 15 amp plug point, two light point, one fan point.

Kitchen, - one light point, one power point, one exhaust fan point.

Toilet - One light point and one exhaust fan point

Balcony – one light point.

9. Plaster of parish on the walls inside the flat.

10. Outer walls will be snowcem .

11. Concealed pipe line with low down cistern in the toilet.

12. All pipe line will be of plastic high density.

13. All masonry, sanitary, structural electrical painting work will be done as per specification of the Engineer to be engaged by the Developer.

14.That Balcony will be covered up to 2'ft. 6"inch and balance will open.

15. All extra work of fittings can be provided subject to approval of the engineer with extra cost.

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

SIGNED, SEALED & DELIVERED

In presence of:-

1. Pritilob Roy.
17/50 D.L. Khan RD
Kol-27.

2. Bivash Kerkuegu
2/119 vidyasagar colony
Kol-700047

1. Sajal K. Roy
2. Samir Kr Roy
3. Samir Roy
4. ANJAN DEB.
5. Joy Deb
6. Swapna Talukder
7. Safali mondal
8. Sona Rani Basu

OWNERS

SILICON CONSTRUCTION
Ajoy Sarkar
Partners

SILICON CONSTRUCTION
Bijoy Majumder
Partners

DVELOPER

RECEIVED from the within named Developer the within mentioned sum of **Rs.11,00,000/- (Rupees Eleven Lakh)** only as and by way of non-refundable money paid by the Developer to the owners namely (i) Sri Sajal Kumar Roy,(ii) Sri Anjan Deb, Joy Deb and Swapna Talukder ,(iii) Sri Samir Kumar Roy, (iv) Sri Samar Kumar Roy,(v) Smt. Safali Mondal and (vi) Smt. Sona Rani Basu) herein as per memo below:-

MEMO

DATE	CHEQUE	BANK	AMOUNT(RS)
15.12.2018	014424	Bank of India	1,00,000/-
18.04.2019	021007	Bank of India	83,333/-
18.04.2019	021008	Bank of India	1,83,334/-
18.04.2019	021009	Bank of India	1,83,333/-
18.04.2019	021010	Bank of India	1,83,333/-
18.04.2019	021011	Bank of India	1,83,333/-
27.02.2019	NEFT	Bank of India	1,83,000/-
18.04.2019	CASH	---------	334/-
Total (Rupees Eleven Lakhs only)			11,00,000/-

WITNESSES:-

1. Bijelab Roy
17/50 D.2. Kihan RD Kol-27

2. Bivash Mukherjee
2/119 Vidyasagar Colony
Kol-700047

Sajal Kr Roy
Samir Kr Roy
Samar Roy
ANJAN DEB.
Joy Deb
Swapna Talukder
Safali mondal

OWNERS

Sona Rani Basu

Drafted by:-

Advocate,
Alipore Police Court,
Kolkata – 700 027.
F 460/93