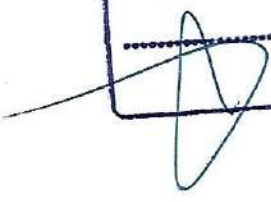


ADDL DIST. SUB-REGISTRAR
ALPORE, SOUTH 24 PGS.

12 JUN 2017

Signature:

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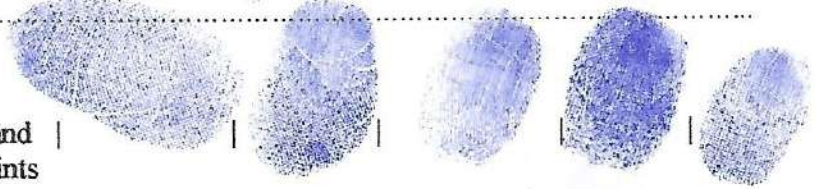
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Left Hand
Finger Prints



Right Hand
Finger Prints



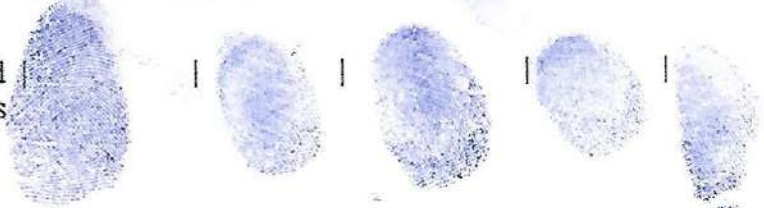
Name :- TAMAL KANTI BISWAS Signature :-

Tamal Kanti Biswas

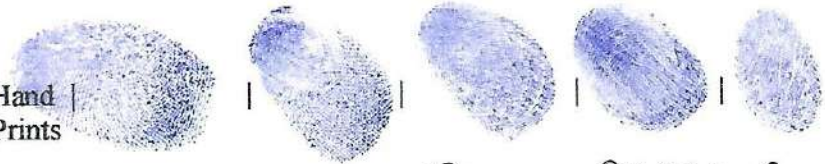
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Finger Prints



Right Hand
Finger Prints



Name :- RANU BISWAS. Signature :- *Ranu Biswas*

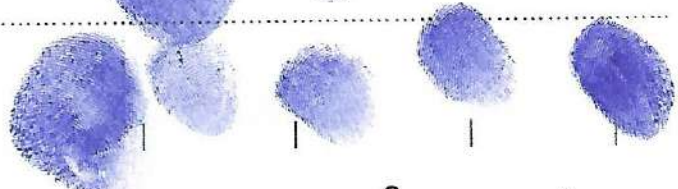
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Finger Prints



Name :- SANJAY KUMAR BISWAS Signature :-

Biswas

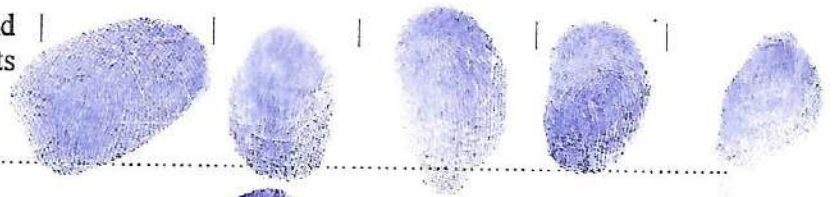
ADDITIONAL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
12 JUN 2017
Signature: _____



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Finger Prints



Name :- KALPANA BISWAS Signature :- *Kalpana Biswas*

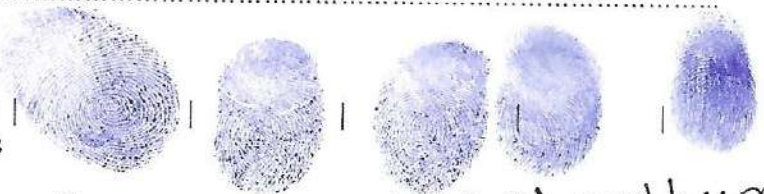
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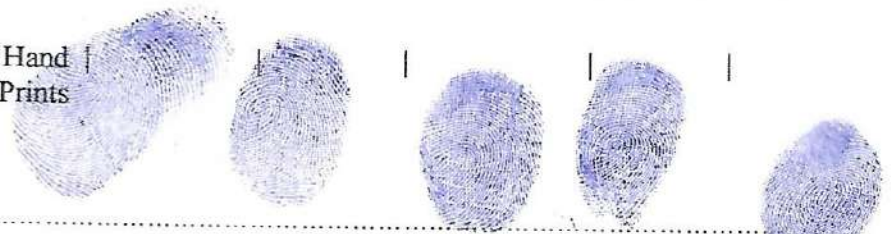


Name :- DEBI CHAUDHURANI BISWAS Signature :- *Debi Chaudhurani Biswas*

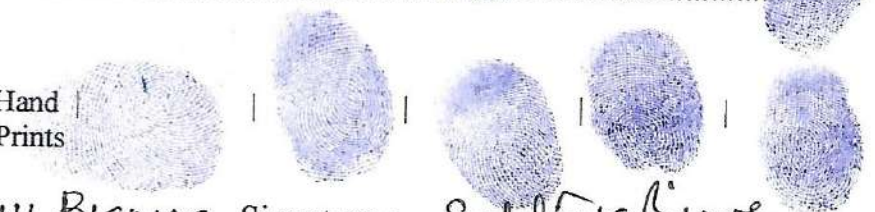
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Finger Prints



Name :- SAPTARSHI BISWAS Signature :- *Saptarshi Biswas*

ADBL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
12 JUN 2017
Signature

Tapash Kanti Biswas

(Sri Tapash Kanti Biswas)

Tapan Kanti Biswas.

(Sri Tapan Kanti Biswas)

Manas Kanti Biswas.

(Sri Manas Kanti Biswas)

Biswas

(Smt. Samita Biswas)

Shreya Biswas

(Smt. Dr. Shreya Biswas)

K Saha

(Sri Kalyan Saha)

148/3Q, Swinhoe Lane,
Police Station- Kasba,
Kolkata- 700 039,

(First Party)

(Second Party)

Witnesses :

1. Kaushik Biswas
20A, K.L. Saigal Sarani
Kolkata - 700 653

2. Soadeep Roy
Alipore Police Court.
Wed. 27

DRAFTED BY

Subir Kumar Dutta
SUBIR KUMAR DUTTA

Advocate

WB-2165/99.
Alipore Civil & Criminal Court, Kolkata - 700 027.

29. EXECUTION AND DELIVERY :

29.1 In witness whereof the Parties have executed this Agreement on the date mentioned above.

Kalpama Biswas
Kalpana

(Smt. Kalpana Biswas)

Debi Chaudhurani Biswas

(Smt. Debi Chaudhurani Biswas)

Saptarsi Biswas

(Dr. Saptarsi Biswas)

Tamal Kanti Biswas

Sri Tamal Kanti Biswas

Ranu Biswas

FOR SELF AND CONSTITUTED ATTORNEY
OF DR. SANDIP KUMAR BISWAS.

(Smt. Ranu Biswas)

Biswas

(Sri Sanjay Kumar Biswas)

Tarun Kanti Biswas

(Sri Tarun Kanti Biswas)

10. FLOOR OF ROOMS

Vitrified Tiles/ Marble flooring in all rooms, verandah, toilet, kitchen etc. make by Kajaria or equivalent brand.

11. TOILET WALLS

Upto 6'9" finished with glazed tiles. Floor should be non skit tiles.

12. WINDOWS

window with M. S. Grill including painting.

13. DOOR

Door will be made of 12 mm thick or good quality ply shutter paneled by 35 mm thick wooden rail and style fitted on sal or equivalent wood frame.

14. SANITARY FITTINGS IN TOILETS

The following will be provided :

Tap with mixing arrangements in toilets

White wash basin (20")

White commode of porcelain of reputed brand (Parryware/Hindware)

Concealed hot and cold water pipe line with pipes of reputed make (Essco/Jaguar)

15. KITCHEN

Kitchen platform will be of Green marble and 2 feet height ceramic tiles over the kitchen platform and stainless steel sink will be provided.

16. ELECTRICAL POINTS AND FITTINGS

Concealed P.V.C. conduits , of reputed make (Havells / Mescab) , copper wire of desired cores , M S concealed switch box reputed make switches with earthing.

Separate meters for all Flat Owners as well as for common use will be provided at extra cost.

Cement : Ultra Tech or equivalent and IRON : SRMB TMT or Equivalent

3. CONCRETE WORKS :

All concrete works in the project, plain or R.C.C. will be done in desired proportion of 1:3:6 , 1:2:4 and 1:1.5:3.

4. GRILLS

Mild steel flats / square bars will be used.

5. STAIRCASE

Staircase will be finished with good quality white mosaic and good quality marble chips and 75 mm wooden polished railing with 12 mm M.S. Square bar.

6. DRAINAGE :

Necessary water drainage connection as per Kolkata Municipal Corporation requirement (as per approved drawing) with very good quality material.

7. ROOF TREATMENT :

10 mm thick mosaic roof tiles of P.C.C with I.P.S. finish of very good quality will be laid on roof.

8. WATER SUPPLY

Water will be made available from KMC supply, Deep tube well may be provided subject to permission of the KMC

9. PAINTING & FINISHING

Outside face of external walls - High quality Weather Coat.

Internal face of the walls - Good quality plaster of paris/Putty

Window , gate and grills will be painted with two coats of enamel paints over one coats of primer.

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit/or exclusively for its use).

III) Electric Installation :

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and / or exclusively for its use)
- b) Lighting of the Common Portions , Lift
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

IV) Others : Such other common parts , areas, equipments , installations , fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

3rd Schedule
(Specifications)

SPECIFICATION FOR THE PROPOSED CONSTRUCTION :-

1. BRICK WORK

External Wall : 200/250 mm thick brickwork with cement mortar .

Partition Wall : 75 / 125 mm thick brickwork with sand cement mortar .

2. PLASTERING

19 MM/ 12 MM 6 MM of plastering in standard proportion and respective areas, outer and inner surface of walls and ceiling.

1st Schedule

(Premises)

The piece or parcel of land containing an area of 4 Cottahs 12 Chittaks 41 Sq.ft. more or less together with the R.T. Shed structure standing thereon admeasuring 500 Sq.ft. Built Up area more or less, lying at and being Municipal Premises No. 20A, K.L. Saigal Sarani by postal address known as Premises No. 745, Block "P", Police Station - New Alipore, Kolkata - 700 053, Sub Registry office at Alipore, District 24 Parganas (South), within the limit of Ward No. 081 of the Kolkata Municipal Corporation and butted and bounded as follows :-

On the North	:	By 764, Block P	.
On the East	:	By Kabi Dinesh Das Sarani (formerly Chetla Road)	.
On the South	:	By K L Saigal Sarani	.
On the West	:	By 20B K L Saigal Sarani.	.

2nd Schedule

(Common Portions)

I) Areas :

- a) Entrance and exits to the Premises and the New Building.
- b) Boundary walls and main gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft.
- e) Entrance lobby, electric/utility room, water pump room, generator room (if any).
- f) Common installations on the roof.
- g) Roof above the top floor of the New Building.
- h) Common lavatory.

II) Water, Plumbing and Drainage :

5. Sri Tarun Kanti Biswas
6. Sri Tapan Kanti Biswas
7. Sri Tapash Kanti Biswas
8. Sri Manas Kanti Biswas
9. Smt. Samita Biswas &

Smt. Dr. Shreya Biswas

**All of 20A, K.L. Sasigal Sarani,
Police Station – New Alipore ,
Kolkata – 700 053**

26. Arbitration :

26.1 Tribunal : Disputes relating to this Agreement or its interpretation shall be referred to the arbitration of an Arbitral Tribunal, consisting of three Arbitrators (Tribunal), one each to be appointed by the Parties hereto and the third to be appointed by the two arbitrators so appointed. The award of the Tribunal shall be final and binding on the Parties. The Arbitration proceedings will be in Kolkata unless otherwise agreed.

27. Jurisdiction :

27.1 District Judge , Alipore : In connection with the aforesaid Arbitration proceedings, the District Judge , Alipore alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

28. Rules of Interpretation :

28.1 Headings : Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

28.2 Definitions : In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately proceeding.

24. Governing Laws :

24.1 Indian Law : The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

25. Notice :

25.1 Mode Of Service : Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees thereon prepaid, on the 5th business day following delivery of such notice to the postal service or by express courier, on the 3rd business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either Party to the Other.

First Party :

1. Smt. Kalpana Biswas
2. Smt. Debi Chaudhurani Biswas &
Dr. Saptarsi Biswas
3. Sri Tamal Kanti Biswas
4. Smt. Ranu Biswas,
Sri Sanjay Kumar Biswas &
Dr. Sandip Biswas

Second Party :

Sri Kalyan Saha
148/3Q, Swinhoe Lane,
P.S. : Kasba,
Kolkata- 700 039,

and in that event the Second Party shall be liable to pay damages to the First Party, which shall be determined by the Arbitral Tribunal.

20.2 Of First Party : In the event the First Party fails and/or neglects to perform any of their obligations under this agreement, then the Second Party shall be entitled to refer the matter to Arbitration as provided for in this Agreement, for redressal of the grievances of the Second party and the decision of the Arbitral Tribunal shall be binding on the Parties.

21. Force Majeure :

21.1 Meaning Of : Force Majeure shall mean an event or effect that cannot be reasonably anticipated or controlled (Force Majeure).

21.2 No Liability : The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

22. Counterparts :-

22.1 All originals : This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute an instrument and agreement between the parties.

23. Amendment/Modifications :

23.1 Express Documentation : No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

premises or any part thereof to the Second Party by the First Party or as creating any right, title or interest therein in favour of the Second Party except to develop the premises in terms of this Agreement provided however the Second Party shall be entitled to borrow money from any bank or banks without creating any financial liability on the First Party or effecting the estate and interest in the premises and it is being expressly agreed and understood that in no event either the First Party or the First Party's Allocation or any of their estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Second party shall keep the First Party indemnified against all actions, suits, proceedings, costs, charges and expenses.

19.7 Fees and Duties : All duties and fees payable at whatever stage pertaining to this Agreement shall be paid by the Second Party.

19.8 Wealth Tax ; As and from the date of completion of construction of New Building, the Transferees (if any) shall each be liable to pay and bear proportionate charges on account of wealth tax and other taxes payable in respect of their respective Units.

20. Defaults :

20.1 Of Second Party : Subject to Force Majeure reasons, in the event the Second Party fails and/or neglects to construct, complete and finish the New Building within a period of 24 (twenty four) months from the date of obtaining sanction of the Plans, the First Party may refer the matter to Arbitration as provided for in this Agreement, for redressal of the grievances of the First Party and the decision of the Arbitral Tribunal shall be binding on the Parties. If because of any willful act on the part of the Second party the construction and completion of the New Building is delayed and/or suspended, then

signed or made by the First Party relating to which specific provisions may not have been made herein. The First Party hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Second Party for such purpose and the First Party also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Second Party Provided However that all such acts, deeds, matters and things do not in any way infringe on the rights of the First Party and/or go against the spirit of this Agreement.

- 19.3 Further Acts : The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.4 Taxation : The First Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Second Party's Allocation and the Second Party shall be liable to make payment of the same and keep the First Party indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof . Similarly , the Second Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the First Party's Allocation and the First Party shall be liable to make payment of the same and keep the Second party indemnified against all actions, suits, proceedings , costs, charges and expenses in respect thereof.
- 19.5 Name of New Building : The name of the building shall be mutually decided upon and the same shall not be changed on any later date by any of the Parties or their assigns .
- 19.6 No demise or Assignment : Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the

disturbances by the First Party and to this effect the First Party hereby indemnifies and agrees to keep indemnified the Second Party.

18. Second Party's Indemnity :

18.1 Third Party claims : The Second party hereby undertakes to keep the First Party indemnified against all third party claims , actions , suits , costs and proceedings arising out of any act of omission or commission on the part of the Second Party in relation to the construction of the New Building and/or for any defect therein or development of the premises.

18.2 Powers and Authorities : The Second Party hereby undertakes to the First Party to keep the First Party indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Second Party on behalf of the First Party on the strength of powers and authorities given to the Second Party by the First Party.

19. Miscellaneous :

19.1 No Partnership : The First Party and the Second Party have entered into this Agreement purely as a contract on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of persons.

19.2 Additional Authority : It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Second Party , various deeds, matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need authority of the First Party. Further , various applications and other documents may be required to be

- 16.5 No Obstruction in Dealing with First Party's Allocation : The Second Party covenants not to do any act, deed or thing whereby the First Party may be prevented from selling and/or disposing of any part or portion of the First Party's Allocation .
- 16.6 Parting with Possession After Delivery of First Party's Allocation : The Second Party hereby agrees and covenants with the First Party not to part with possession of the Second Party's Allocation or any part or portion thereof until possession of the First Party's Allocation is delivered to the First Party Provided However this will not prevent the Second Party from entering into any agreement for sale or transfer or to deal with the Second Party's Allocation.
- 16.7 Second Party's Liability Regarding Conveyance and Mutation : In case the Transferees of the Units of the Second Party's Allocation fail to have registered deed of conveyance in their name or have mutated their name in the records of KMC , in that case the First party will have no liability for those Units in respect of any kind tax/taxes payable to KMC and other authorities.
17. First Party's Indemnity :
- 17.1 Title : Subject to whatever is mentioned in this Agreement , the First Party shall always be responsible for giving good and marketable title to the Second Party and the Transferees and the First Party hereby indemnifies and agree to keep indemnified the Second Party and the Transferees in this regard.
- 17.2 Second Party's Allocation : The First Party hereby undertakes that the Second Party shall always be entitled to the Second Party's Allocation and shall enjoy the same without any interference or

project and shall hand over the same to the Association of the Flat Owners after formation of the same .

16. Second Party's Obligations :

- 16.1 Time of Completion : The Second Party hereby agree and covenants with the First Party to complete the construction of the New Building within 24 (twenty four) months from the date of obtaining sanction of the Plans or from the date of obtaining peaceful vacant possession of the Premises by the Second Party from the First Party, subject to force majeure as defined in Clause 21.1 below. Time of completion shall be the essence of the contract.
- 16.2 No Assignment : The Second Party shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the First Party. It has been clearly agreed and understood between the Parties that **SRI KALYAN SAHA** always remain associated with the project and shall look after the due performance of the obligations of the Second Party under this Agreement.
- 16.3 Statutory Obligation : All persons employed by the Second Party for compliance of its obligations hereunder will be deemed to be employees of the Second Party who shall be solely responsible for their emoluments and other statutory obligations and the Second Party hereby agrees to keep the First Party indemnified in this regard.
- 16.4 No Violation of Law : The Second Party hereby agrees and covenants with the First Party not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.

maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the First Party and the Second Party shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the First Party's allocation and the Second Party's Allocation and every part thereof.

15. First Party's Obligation :

- 15.1 No obstruction in Dealing with Second Party's Allocation : The First Party covenants not to do any act, deed or thing whereby the Second party may be prevented from selling and/or disposing of any part or portion of the Second Party's Allocation.
- 15.2 No obstruction in Construction : The First Party hereby covenants not to cause any interference or hindrance in the construction of the New Building.
- 15.3 No Dealing with Premises : The First Party hereby covenants not to let out, grant lease, mortgage and/or charge the premises or any portions thereof without the consent in writing of the Second Party, save the First Party's Allocation.
- 15.4 Making out Marketable Title : The First Party hereby covenants to make out a marketable title to the Premises to the satisfaction of the Second Party, by answering requisitions and supplying papers.
- 15.5 Title Deeds : Simultaneously upon execution of this agreement the Owner shall hand over all Original Documents relating to the Premises including Title Deeds to the Developer upon accountable receipts who shall hold the hold the same till completion of the

- 14.1.4 Compliance with Rules ; The First Party and the Transferee/occupant shall abide by all laws , bye laws , rules and regulation of the government and local bodies and shall attend to , answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.
- 14.1.5 Interior Maintenance : The First Party and the Transferee/occupant shall keep the interior walls , sewers drains , pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.
- 14.1.6 No Obstruction of common Portions ; Neither the First Party nor the Transferee/occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.
- 14.1.7 Cleanliness : Neither the First party nor the transferees shall throw or accumulate any dirt , rubbish , waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound , corridors or any other portion or portions of the new building.
- 14.2 Rights of Entry : For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing,

Allocation to Third parties (all such Third parties collectively Transferees) , which shall include the following :

- 14.1.1 No Illegal Activity : No Transferee/Occupant of the Apartment / spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious , illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building .
- 14.1.2 No Demolition : No Transferee/occupant of the New building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions , major or minor , without the written consent of the Association. However , internal modification within the Unit without creating any effect on the structure of the New Building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee/Occupant of the New Building shall alter the outer elevation of any Unit or the common portions without written permission of the Association , first had and obtained.
- 14.1.3 No transfer without Compliance : Neither the First Party nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.

as the case may be , consequence upon a default by the other or others.

13.4 Maintenance : The Second Party through the individual flat owner shall form a representative body of the First Party and the Transferees (Association) , which shall be in charge of management of all the affairs of the New Building . The First Party shall become members of the Association for the First Party's Allocation. After formation of the Association , the Second Party shall no longer be responsible for maintenance of the New Building.

13.5 Maintenance Charge : For a period of 3 (three) months from the Possession Date or till such time the Association is formed , whichever is earlier , the Second Party shall manage and maintain the Common Portions of the New Building , upon the First Party and the Transferees paying and bearing , forthwith on demand , to the Second Party , the costs and service charge for such management and maintenance (Maintenance charge) . It is clarified that the Maintenance Charge , water , electricity , sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes , electrical and mechanical equipment and other installations, appliances and equipments.

14. Common Restrictions ;

14.1 Applicable to Both : The First Party's Allocation and the Second Party's Allocation in the New Building shall be subject to the same restrictions as are applicable to Ownership buildings , intended for common benefit of all occupiers of the New Building. Such restrictions shall be duly incorporated in the transfer deeds of the First Party's Allocation to third parties and the Second Party's

liable to pay the outgoings including electric bills , KMC tax etc. for their respective allocation .

13. Possession and Post Completion Maintenance :

- 13.1 Notice of Completion : As soon as the New Building is completed after obtaining Completion Certificate from the KMC and sewerage connection of KMC , Second Party shall give a written notice to the First Party requiring the First Party to take possession of the First Party's allocation and the First party shall take possession within 30 (thirty) days and from the date thereafter, it will be considered as deemed possession by the First Party and all the outgoings in respect of First Party's Allocation will be liability of the First Party from the date of said possession or deemed possession.
- 13.2 Possession Date and Rates : On and from such date of taking physical possession or deemed possession (Possession Date) , the First Party shall be exclusively responsible for payment of all rates , taxes and other outgoings and impositions whatsoever (collectively Rates) payable in respect of the First Party's Allocation only provided however when such rates are applicable to the whole of the Premises/New Building , proportionate amount of the same shall be paid by the First Party . The Second Party shall be responsible for the balance proportionate amount whether directly or through the Transferees.
- 13.3 Punctual Payment and Mutual Indemnity : The First party and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and all Parties shall keep each other indemnified against all claims, actions, demands , costs , charges , expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them