

The Owners hereby appoint HOME-N-DECOR, Proprietorship Firm, having its office at 96/3, P. Majumder, Post Office - Haltu, Police Station - Kasba, Kolkata - 700078; represented by its Proprietor namely SRI SHILADITYA DAS son of Himanshu Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 96/3, P. Majumder, Post Office - Haltu, Police Station - Kasba, Kolkata - 700078, as their true and lawful attorney for the followings:-

- a) To appear before the Kolkata Municipal Corporation for mutation, C.C. water connection and appear before the CESC for electric connection.
- b) To sign the plan and all the relevant papers in respect of the building plan and present the same to the Kolkata Municipal Corporation and/or any other competent authority.
- c) To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts necessary for constructing the said building.
- d) To obtain clearances from all Government department and authorities including Fire Brigade K.M.D.A. Police and the Authorities of Urban Land Ceiling Department, as may be necessary.
- e) To sign and apply for sanction of drainage, water, electricity and other utilities as may be necessary for the convenience and enjoyment of the building standing on the land of the said premises.
- f) To appear before any officer of the Kolkata Municipal Corporation or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.

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Dist.- South 24 Parganas

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- g) To represent us before any Court of Law.
- h) To appear and to act in all courts, civil, criminal and tribunal whenever required.
- i) To sign and verify complaints and written statements petitions, objections, memo of appeals, affidavits and applications of all kind and file those in any court of law.
- j) To engage and appoint any advocate or counsel wherever required with the consent of Owners.
- K) To negotiate on terms for and to agree to and enter into and conclude any Agreement for sale, the said Developer's share of allocation to any purchaser or purchasers at such price the said attorney, in its absolute discretion, things proper and or to cancel and or repudiate the same.
- l) To receive from the intending purchaser any earnest money and/or advance or advances and also the balance of purchase money against the said Developer's share of allocation and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.
- m) Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances in respect of the said Developer's share of allocation described in the THIRD SCHEDULE hereunder written in favour of the said purchaser or his/her nominee or assignee.
- n) To sign and execute all other deeds, instruments and assurances which the said attorney shall consider necessary and to enter into and/or to such covenant and conditions as may be required for

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fully and effectually conveying in respect of the Developer's share of allocation if the Owners themselves present.

- o) To present any such agreement or agreements conveyance or conveyances in respect of the Developer's share of allocation for registration to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which my said attorney shall consider necessary for sale of Developer's share of allocation of the said premises as aforesaid to the purchaser as full and effectually in all respects as the Owners do on the same themselves.
- p) The Owners will, if required, execute agreement for sale, in respect of sale of undivided proportionate share of land attributable to the units pertaining to the Developer's Allocation and present the same before the registration authority in respect of Flat pertaining to the Developer's Allocation for registration at the cost of the Developer and or its nominees.
- q) The Owners with the execution of this agreement, will hand over original copy of title deeds relating to the said property to the Developer.
- r) The Owners will be solely responsible for delivering the peaceful vacant physical possession of the property to the Developer free from all encumbrances whatsoever.
- s) The Owners will extend all reasonable co-operation to the Developer for effecting construction of the said building.
- t) The Owners, shall if required, from time to time, transfer to the Developer and/or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's

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Allocation in the building and the cost of preparation, stamping and registration of the necessary document such as declaration, affidavit, boundary declaration, K.M.C. Gift, if any, shall be borne and paid by the Developer.

- u) In case of any encumbrances relating to the title or Ownership be found on the property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses.
- v) The Owners, shall, if required, from time to time, grant such further power or authorities to the Developer and/or its nominees concerning the project, for the Developer doing the various works envisaged hereunder, including the entering into a agreement for sale and/or construction of the building and/or portion thereof and to receive all amount in pursuance thereof.
- w) The Owners will cause withdrawal of all cases suits, if any, cost whereof however, for the same time being will be borne by the Developer.

The Developer with the co-operation of the Owners will make all the arrangement for mutually settle the litigations by withdrawing the suits/case.

ARTICLE - IV: OWNER'S OBLIGATION

- a) The Developer will have the exclusive right to build and complete the building at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the entire land in the said premises part by part with joint effort of the Owners and the Developer.
- b) In the event of any dispute, both the parties will amicably settle the matter.

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16 AUG 2017

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- c) The Developer will have the exclusive right to commercially exploit the Developer's Allocation. The Developer will have full right and absolute authority to enter into any sale agreement/sale with any intending purchaser/purchasers or transfer the said project to any third party in respect of the said Developer's share of Allocation at any price of its discretion and receive advance/consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property SUBJECT TO the terms of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement in the project and post its watch and ward staffs after getting possession of the said property from the Owners.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain temporary connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.
- f) The Developer will be entitled to receive, collect and realize all money out of the Developer's Allocation from the intending purchaser in respect of the units/spaces/car parking spaces appertaining to the Developer's Allocation without creating any personal and/or financial liability upon the Owners.
- g) The Developer will cause such changes to be made in the plans as the architect may approve and/or shall be required by the



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concerned authorities, from time to time with the consent of the Owners.

- h) The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, sleek brick and other building materials for construction of the building.
- i) The Developer will be entitled to deliver unit pertaining to the Developer's Allocation to the intending purchaser/purchasers.
- j) The Developer will be entitled to transfer the undivided proportionate share of kind in the premises together with proposed flats attributable to the Developer's Allocation by virtue of the Power of Attorney to be given by the Owners to the Developer or its nominees.
- k) The Developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the Developer's Allocation share.
- l) The Owners shall give such co-operation to the Developer and sign all papers, confirmation and/or authorities as may be reasonably required by the Developer from time to time, for the project, at the cost and expenses of the Developer.
- m) The Developer will bear all the taxes and impositions on the property and/or part thereof before and after the date of delivery of possession of the premises to the Developer.

ARTICLE - V: DEVELOPER'S OBLIGATION

- a) The Developer will complete the propose building in all respect including electrical connection, water pump, municipal water, sewerage, drainage connection, plumbing, sanitary, overhead and

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Dist.- South 24 Parganas

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underground water tanks i.e. habitable condition within 24 (Twenty Four) months from the date of sanction plan from Kolkata Municipal Corporation. Notwithstanding the Developer will be entitled to another 06 (Six) months as extended time for completion the project. In the event of any dispute regarding vacant possession, both the parties will amicably settle the matter according to situation.

- b) All costs, charges, expenses and responsibility for construction of the building and/or the development of the said premises shall be borne and paid by the Developer exclusively.
- c) The Developer will construct the building with standard materials available in the market.
- d) The Developer will bear all cost arising out of the construction of the building.
- e) The Developer will bear alien abilities and impositions in respect of the premises and/or part thereof from the date of taking possession of the premises.

ARTICLE - VI: INDEMNITY

- a) The Developer indemnities the Owners against all claims, accidents actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
- b) The Developer will indemnify and keep the Owners indemnified in respect of all costs, expenses, liabilities, claim and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.

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- c) The Developer will keep the Owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owners against all claims or demand that may be made due to anything done by the Developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owners against all claim and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever including any accident of other loss. The Developer indemnities the Owners against any demand and/or claim made by the unit holder in respect of the Developer's Allocation.
- f) The Developer indemnifies the Owners against any action taken by the Municipality and/or other authority for any illegal or faulty construction or otherwise of the building.

ARTICLE - VII: COMMON UNDERSTANDINGS

- a) In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises shall be paid by the Developer and the Developer also pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the intending purchaser/purchasers.
- b) The Developer will be solely and exclusively entitled to the Developer's Allocation in the newly constructed building along with common service area as per sanctioned plan.

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16 AUG 2017
Dist.- South 24 Parganas

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16 AUG 2017
Dist.- South 24 Parganas

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which may be detrimental to the free ingress and egress to the building or part thereof.

- e) Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- f) Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation after completion and delivery of possession of the building.

ARTICLE IX: MISCELLANEOUS

- a) The Owners and the Developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Save and except this agreement no agreement and/or oral representation between portions hereto exists or will have any validity.

ARTICLE X: FORCE MAJURE

The Developer will complete the building within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

ARTICLE XI: JURISDICTION

The Court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

ARTICLE XII: ARBITRATION

All the disputes and differences between the parties hereto in anyway relating to this Agreement and/or arising out of the provisions hereof shall be referred to Arbitration to such person or persons as may be mutually accepted, failing which Two Arbitrators, one to be appointed by

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16 AUG 2017
Dist.- South 24 Parganas

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each of the parties to settle the matter. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act, 1996 as amended up to date.

-:: FIRST SCHEDULE ABOVE REFERRED TO ::-
(ENTIRE PROPERTY)

ALL THAT piece and parcel of land physically measuring about 06 Cottahs, 01 Chittacks and 15 Square Feet be the same a little more or less, together with kutchha structure measuring 1200 Square Feet more or less, lying and situated at in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, being K.M.C. Premises No. 76/1, Kayastha Para Main Road (Mailing Address 29/5A, Kayastha Para Main Road), within the limits of the Kolkata Municipal Corporation, in Ward No. 106, Police Station - Kasba, Kolkata - 700078, District South 24 - Parganas, with the jurisdiction of the office of District Sub-Registrar at Alipore and the same is butted and bounded as follows:-

ON THE NORTH	:	R.S. Dag No. 3396;
ON THE SOUTH	:	R.S. Dag No. 3396;
ON THE EAST	:	R.S. Dag No. 3359;
ON THE WEST	:	12' Feet Wide K.M.C. Road.

-:: SECOND SCHEDULE ABOVE REFERRED TO ::-
(OWNER'S ALLOCATION)

OWNER'S ALLOCATION shall mean lieu/exchange of Owner's Allocation share of flat area, the Owners shall be paid a sum of Rs.69,00,000/- (Rupees Sixty Nine Lac) only by the Developer i.e. at the time of signing of this agreement the Developer shall pay a sum of Rs.44,00,000/- (Rupees Forty Four Lac) only to the Owners by A/C payee Cheques in the name of the Owners and rest amount sum of Rs.25,00,000/- (Rupees Twenty Five Lac) only in part payment which is mutual decided by Owners and Developer, along with Two Open Car Parking Space, shall be handed over by the Developer to the Owners.

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16 AUG 2017
Dist.- South 24 Parganas

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--: THIRD SCHEDULE ABOVE REFERRED TO :-
(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION shall mean the entire constructed area of the proposed Building to be constructed as per Building Plan duly sanctioned by the Kolkata Municipal Corporation, along with proportionate share of land of the premises, together with right to use the common portion of the proposed building more fully described under the heading **PORTION/SHARE ALLOTTED TO THE DEVELOPER.**

--: FOURTH SCHEDULE ABOVE REFERRED TO :-
(GENERAL SPECIFICATION FOR CONSTRUCTION)

- General** : The Building shall be R.C.C. framed structures as per design of the Architect.
- Brick Wall** : All exterior brick work shall be 8" thick with C.M. (1:6) all Partitions shall be 5"/3" thick with bricks in C.M. (1:4). (1 No./2 No. Picket)
- Doors & Windows** : a) Main Door Wooden, Commercial Flush Door and shal wood frames with primer both sides and toilet and kitchen PVC door.
b) Steel window with Gard bar and Glass panel.
- Plaster of Paris** : Plaster of Paris to be provided at Bed Rooms, living and verandah, kitchen, toilet and W.C.
- Staircase** : Stair case room will be provided with R.C.C. Jalil for light and ventilation as per design.



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16 AUG 2017
Dist. - South 24 Parganas

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Roof : 2.4" (average) th. I.P. Wall be provided over roof slab.

3'-0" high parapet wall will be provided all round the roof.

Suitable P.V.C. rain water pipe for proper drainage of water from room (internal and external oriplus or supreme).

Water Supply : Overhead reservoir will be provided at roof. Suitable electrical pump with motor will be installed at Ground Floor to deliver water to overhead reservoir from underground reservoir.

Flooring, Skirting and Dado : i) All rooms, verandah and kitchen are laid with tiles (2' x 2").

ii) In toilets tiles Floor and Dado of 6" heights (1' x 1").

iii) In Kitchen white tiles of 3' height over top slab black stone with granite table top.

The outside of the building will have plaster 3/4 thick (average) whereas the inside and the ceiling plaster will be 1/2" thick.

Electrical Installation : 1. Separate meter for flat shall be brown by flat owners/occupiers.

2. 2 light points, one fan point and a plug point in drawing/dining.

3. One Fan point, 2 light points and plug point in Bed room.

4. One light point each in toilet and kitchen.



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16 AUG 2017
Dist.- South 24 Parganas

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5. One 15 Amp. plug point in living room.

6. All wiring will be as per existing registration. (finolex wear & I.S.I. mark switch Prity with MCB box).

Toilets & Baths

: All Toilets will be fitted with white Parryware or Hindware Indian Style/Commode and all necessary connection and providing stop coocks, all bath rooms will be provided with approved type white Porcelain Basin fitted with best quality ISI mark C.P. Bib Cook, Pillar Cook, necessary connections, one Bib cook in Toilet and one in Bath (best quality approved), provision of Hot and Cold water supply including Provision of Geezer connection, one shower complete in all respect as per direction. (D/Sons or ESCO).

Kitchen

: One steel Sink with C.P. approved Bib cook on Black Platform with Granite Table top.

NOTE:

Out of this general specification of the new building, the Purchaser of the flat may be required any work, the extra charge will be made by the Purchaser.

:-: FIFTH SCHEDULE ABOVE REFERRED TO :-:

(COMMON PORTION)

1. Stair-case in all the floors of the said building.
2. Stair-case landings on all the floors of the said building.
3. Common passage including main entrance of the floors leading to roof.
4. Water pump, overhead water tank and water supply line.

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16 AUG 2017
Dist.- South 24 Parganas

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5. Electric service line and electric main line wiring, electric meter for pump installed on the building and the meter Box.
6. The Meter Room.
7. Drainage and Sewerages.
8. Boundary walls and Main Gate.
9. The ultimate roof of the building.
10. Such other common parts, areas, equipments, installations, fixtures, fittings and spares in or above the said building as are necessary for the use and occupancy of the said building in common.

-:: SIXTH SCHEDULE ABOVE REFERRED TO ::-

(COMMON EXPENSES)

1. All expenses of maintenance operating replacing white washing, painting, rebuilding, reconstructing decorating redecorating and lighting the common parts, roof and the outer walls of the said building.
2. All charges and deposits for supplies of common light and water supply.
3. Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All other expenses and outgoings as are deem by the Owners and the purchaser to be necessary or incidental for and regulating interest, the right of the purchaser.
6. All expenses referred above shall be borne and paid proportionately by the Owners and Developer and/or their respective nominees on and from the date of making over possession of their respective portion.

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16 AUG 2017

Dist. - South 24 Parganas

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