

in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

4. After the completion of the project and after having taken possession of the Owners' allocation of the proposed building as per Second Schedule below, the Owners shall vide execution of the respective Deed or Deeds of Conveyance for the transfer of the Developer's Allocation in favour of the Developer and/or its nominees transfer the undivided proportionate share of land attributable to the Developer's Allocation in favour of the Developer or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp duty, registration charges, etc. would be borne by the Developer or its nominee/s. The consideration for such transfers shall be the cost of construction of the Owners' Allocation in the proposed building.

ARTICLE – IX COMMON FACILITIES

1. The Owners shall pay and bear all taxes and other dues and outgoings in the respect of the Property upto date of handing over the possession of the Property to the Developer and after the date of getting the possession of the Owners'-allocation shall be borne by the Owners. Taxes for the midterm period of the said construction shall be borne by the Developer.

2. After completion of the building as per sanctioned plan and specification and after handover the allocation to the Owners, the Owners and the Developer shall punctually and regularly pay the rates and taxes for their concern portion to

the concerned authorities and both shall keep each other indemnified against all claim, actions, demands, costs, charges, expenses and proceedings whatsoever.

3. Any transfer of any part of the Owners' allocation in the new building shall be subject to other provisions hereof and the party of the Owners thereafter be responsible to pay the said rate and service charges for the common facilities in respect of the space transferred to him but without creating any liability upon the owners in any manner whatsoever.

ARTICLE X- COMMON RESTRICTION

1. The Owners' allocation in the building shall be subject to the same restrictions and use as applicable to the Developer's allocation in the building intending for common benefits of the all occupiers of the building, which shall include the following.

2. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or not to use for any purposes which may cause any nuisance or hazard to the other occupiers of the building.

3. Neither party shall demolish or permit to be demolished any wall or any structure in their respective allocation either major or minor therein without approval of the K.M.C. and/or with the written consent of others.

4. Neither party shall transfer or permit to be transferred of his/their respective allocation or any portion thereof unless :

a) Such party shall have observed and performed all terms & Conditions on their respective parts to be observed and/or performed.

b) The proposed transferee/s shall have given a written undertaking to that effect that such transferee/s shall remain bound by the terms and conditions of these presents and further that such transferee/s shall pay all and whatsoever shall be payable in respect in relation to area in his/her/their respective possession.

5. Both the parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/ or breach of any of the said laws, by-laws, rules and regulations.

6. The respective allottee shall keep other fittings and fixtures and appurtenances, floor and ceiling etc. of their respective allocations in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

7. Neither party shall do or cause or permit to be done any act or thing which may render void and avoidable any insurance of the building or any part thereof and shall keep

the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

8. No goods or items shall be kept by any party for display or otherwise in the corridor or at any other place of common use and enjoyment in the building and no hindrance shall be caused in any manner in the free movement of the users in the corridors and other places of common use and enjoyment in the building.

9. Neither party shall throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or accumulate any dirt rubbish or refuse in or about the building or in the compounds, corridors or any other portion of the building.

ARTICLE XI, OWNERS' OBLIGATION

1. The Owners doth hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and / or disposing of any part of the building.

2. The Owners doth agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said Property to be constructed by the developer excepting on reasonable grounds.

3. The Owners shall deliver the copies of all original deeds, documents duly attested, relating to the said Property

for inspection to the Developer as per requisition of the Developer.

4. The Owners doth agree and covenant with the Developer not to let out, lease, mortgage and / or charges the said Property or any portion thereof during the construction period and till the date of completion of the total transaction in pursuance of these presents.

5. The Owners and their property will not be liable for or responsible for any financial obligation of the Developer towards any Bank/Financial Institution or any Individual.

ARTICLE - XII, DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with Owners to complete the said project within 30 (Thirty) English calendar months from the date of sanction of building plan or handover of the khas possession by the Owners to the Developer whichever is later. Time in this respect shall be deemed to be essence of the agreement.

2. The Developer hereby agrees and covenants that he shall strictly follow the rules and regulation of the building rules of the Kolkata Municipal Corporation, Building Department during the construction and not to do any act, deed or thing whereby the Owners are prevented from enjoying selling assigning and / or disposing of any of the Owners' allocation in the said Property.

3. The Developer shall handover the Owners' Allocation in full finished and complete condition with the availability of water and electricity as per this agreement.

4. The Developer shall not have any right, title and interest in the Owners' allocation together with the proportionate share of land, facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners.

5. The Developer shall not entitled to deliver the possession of flats, or other spaces within the Developer's allocation prior to the delivery of possession to the Owners as per second schedule in the new building but the Developer shall have liberty to enter into any agreement for Sale for the sell of Developer's Allocation in the new Building and receive the advance/booking money for the same.

6. The Developer shall construct the building in accordance with the sanctioned plan according to the Law of the Land, consequences of any deviation which may invite any objection from the appropriate authority/ies shall be sole responsible of the Developer.

ARTICLE -XIII, OWNERS' INDEMNITY

1. The Owners doth hereby undertake that the Developer shall be entitled to the said construction and shall enjoy his allocated space without any interference or disturbance from the Owners provided he shall perform and fulfill all the terms and conditions herein contained and/or his part to be observed and performed.

ARTICLE – XIV, DEVELOPER’S INDEMNITY

1. The Developer hereby undertakes to keep the Owners indemnified against all third party’s claims and all actions costs suits and proceedings that may arise out of the Developer’s acts, commission or otherwise with regard to the development of the Property and/or in the matter of construction of the said building and/or defect therein.

ARTICLE—XV, MISCELLANEOUS

1. The Owners and the Developer have entered into this Agreement purely as a joint Venture basis and nothing contained herein shall not be deemed to construe as a Partnership between the parties hereto in any manner whatsoever nor shall the parties hereto constitute as an Association of persons.

2. It is understood from time to time to facilitated uninterrupted Construction of the building by the Developer various deeds, documents, matters and things not herein specified may be required to be done and duly signed by the Owners relating to which specific provision may not have been mentioned herein, the Owners hereby undertake to do all such acts, deeds, matters and things and to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the Owners and /or against the sprits of these presents. The Owners hereby agreed to put their respective signature in case of any fresh building plan and all other relating documents for

the construction of the said multi-storied building duly submitted before the authority of the Kolkata Municipal Corporation for sanctioning the same without creating any infringement to the rights of the Owners.

3. The Owners shall not be liable for any Income-tax, property Tax or any other taxes in respect of the Developer's allocation which is the sole responsibility of the Developer and they always keep the Owners indemnified against all action, suits proceedings, costs, charges and expenses in respect thereof.

4. Any notice required to be given by the Developer to the Owners shall without prejudice to any other mode of service available be deemed to have served on the Owners if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the last know address of the Owners and vice-versa.

5. From the date of delivery of the building each party shall be liable to pay and bear proportionate share of taxes payable in respect of each respective spaces.

6. As soon as the building is completed within the time herein above mentioned the Developer should give written notice to the Owners regarding Owners' allocation in the new building.

7. The building to be constructed by the Developer shall be made at his own costs and expenses fully in accordance with the specification as mentioned and described in the Fourth schedule hereunder written.

8. That the Developer shall submit a sketch plan of proposed building to the Owners for their approval before the submission of plan for sanction to the Kolkata Municipal Corporation and after sanction of the Building Plan from the K.M.C. the Developer shall deliver one copy of the same to the Owners.
9. That the Developer and the Owners shall mutually frame scheme for Management and Administration of the said Building and/or common parts thereon. The Owners and the Developer hereby agree to abide by all the rules and regulations of such Management/Society/Association/Holding Organization and hereby give their consent to abide by the same.
10. That if the Owners intend to undertake any extra work which is beyond the Specification mentioned below, then the Owners have to apply to the Developer separately and the Developer shall raise the bill for such extra work, if the Owners agree to pay the bill raised by the Developer and gives written consent to the Developer, the Developer shall undertake the extra work with the proper permission of the Architect appointed by the Developer.
11. That the original Agreement duly registered shall be kept by the Developer or kept at the city office of the Developer or at the office of the agent for the inspection of the intended purchaser/s and Xerox/Certified Copy shall be kept in the custody of the Owners/First Party herein.

12. That the Owners hereby fully agree and covenant that the Developer shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity for the benefit or commercial exploitation of the new building from the date of this Agreement and on completion of the Building or earlier all such advertisements and hoardings shall be cleared of by the Developer at its own costs.

13. The Electric Meter for the common installation and common services shall be arranged by the Developer by his own appointed licensed electrician but the cost of the said electric meter shall borne by the Owners and all other occupants of the said building and the said cost shall be payable to the Developer as per requisition of the Developer.

ARTICLE-XVI : JOINT OBLIGATION

1. The Developer shall develop and construct a multi storied building on the said land as per Corporation as per present rules after utilizing the available F.A.R. as per present rules in vogue.

2. The Owners will lend their names and signatures in all papers, plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be Developer in the Owners names and under the Owners' share of allocation.

3. That the Owners/First Party and/or their transferees and Developer/Second Party and/or Developer/Second Party's transferees shall do all other acts and things as may be required by law for giving effect to and/or due

implementation of this Agreement and shall not do any act deed or thing which may amount to violation or contravention of any of the terms and conditions herein contained.

4. That during the construction period the Developer shall provide two separate alternative accommodation for the Owners and the rent of each accommodation which is tentatively fixed at Rs. 15,000/- per month shall be borne and paid by the Developer till the date of handing over the peaceful possession of the Owners' Allocation in the newly constructed Building.

5. That after shifting of the Owners to their respective alternative accommodation, the Developer shall demolish the existing structure of the said building by his own costs and expenses and shall take the sale proceeds of debris, old building materials along with its fittings and fixtures.

ARTICLE - XVI, ARBITRATION

1. Save and except what have been specifically stated herein above all disputes and differences between the parties arising out of the meaning, purports, contained that should be referred to Two independent Arbitrators who must be qualified Civil Engineers, one should be appointed by the Owner and another should be appointed by the Developer. Both the Arbitrators shall appoint an Umpire. All proceedings shall be followed according to Indian Arbitration and Conciliation Act, 1940 of the construction of the agreement or their respective rights and liabilities as per this agreement

shall be settled mutually in presence of well wishers of each party.

2. **NOTWITHSTANDING** the foregoing provisions herein above the right to sue for specific performance of this contract or for damages by cancellation of this agreement as per penal clause by any against the other as per terms of the agreement shall remain unaffected.

ARTICLE – XVII, JURISDICTION

1. For adjudication of dispute and difference between the parties hereto in any manner relating to or arising out of these presents or in any connected with the land and / or the building court having jurisdiction over the land will be actual forum.

ARTICLE – XVIII, FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent that the performance of relative obligations prevented by the existence of '**Force Majeure**' and shall be suspended from the obligations during the duration of the **Force Majeure**.

2. Force Majeure shall mean flood, earthquake, tempest and /or other act or commission beyond the control of the parties hereto.

THE FIRST SHEDULE ABOVE REFERRED TO

(Description of the Property)

ALL THAT piece and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with **Cemented Flooring** Two Storied Building totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto. The total property is shown in the annexed plan by **RED** border line. The said land with building is butted and bounded by :

On the North	:	12'ft. wide Road
On the South	:	40'ft. wide Sarsuna Main Road
On the East	:	16' ft. wide Road
On the West	:	Partly land of Latika R. Ghose and Partly others property

Zone : Sarkarhat ---- Chatterjee Para, Sarsuna

SECOND SCHEDULE

(OWNERS' ALLOCATION)

The Developer shall provide the following as Owners' allocation:

a) After construction of the said **G+IV** Storied Building over the said property as per the sanctioned Building Plan of the K.M.C., the Developer at the first instance shall provide 50% F.A.R. out of total 100% F.A.R. (including Stairs & Lift) as are available in the Sanctioned Building Plan to the Owners/First Party herein. The Owners' shall be allotted in the following manner :

In the Ground Floor	The Owners shall get one 1BHK Flat measuring more or less 421 Sq.ft. Built up area on the Western Side along with Two Shop Rooms measuring more or less 300 Sq.ft. on the South-West Side and 3 (three) Nos. of Garage Spaces totally measuring more or less 461 Sq.ft.
In the First Floor	The Owners shall get Entire First Floor measuring more or less 3200 Sq.ft. Built up area.
In the Second Floor	The Owners shall get 1BHK Flat measuring more or less 350 Sq.ft. on the Eastern Side.
In the Third Floor	The Owners shall get one 3BHK Flat measuring more or less 1160 Sq.ft. Built up area on the South-East Side and one 2BHK Flat measuring more or less 948 Sq.ft. Built up area on the North-East Side.
In the Fourth Floor	The Owners shall get one 3BHK Flat measuring more or less 1160 Sq.ft. Built up area on the South-East Side.

The above allocations shall be provided with undivided proportionate share of land in the said premises and all rights and privileges in common areas and facilities as are provided in the Said Building as well as in the Said Premises.

b. A Supplementary Agreement shall be made after getting the plan duly sanctioned by the Kolkata Municipal Corporation wherein the Developer/Second Party shall allocate the Flat/Flats/Units in floor wise including measurement of the each Flat, Car Parking Spaces and other spaces both covered and uncovered in Owners' allocation of the said building to be constructed in the said premises.

c. In case before handing over possession of the Owners' allocation by joint measurement if it is found that the Owners' allocation is less than 50% in that event the Developer/Second Party shall simultaneously with the handing over possession of the Owners allocations pay to the Owners the then prevailing market rate and vice-versa. The Owners shall have option to purchase the excess allocation at the rate of the then prevailing market rate.

d. The Building to be constructed on the said property shall be completed within 30 (Thirty) months from the date of sanction of the Building plan and the time shall be essence of this contract **PROVIDED** the Owners shall handover the khas possession of the said property to the Developer as per requirement of the Developer.

e. The above allocations shall be treated as the total price for the sale of undivided proportionate share of land

attributable to the Developer's Allocation in the said Building which shall be conveyed and transferred by the Owners in favour of the Developer or its nominee/s.

f. Except the above the Owners shall not claim or demand any areas in the building to be constructed in the said property or shall not demand any further amount for the sale of flat/s, other spaces within the Developer's allocation of the said building.

THIRD SCHEDULE

(DEVELOPER'S ALLOCATION)

Remaining constructed area in the said Building will be utilized by the Developer as Developer's allocation consisting of several flats in different floors, and other spaces of the building to be constructed in the First Schedule property along with proportionate share of land together with the common facilities and amenities available or to be available in the said building.

The Developer's allocation shall be constructed and finished by the Developer at his own cost and expenses, for and on behalf of himself and/or his constituents and/or his nominee/s. The undivided, impartible and indivisible share of the land contained in the said Property shall conveyed by the Owners to the Developer and/or his nominee/s.

FOURTH SCHEDULE

(Common Portions)

1. The part of the land remaining vacant after construction of the proposed multistoried building at the said premises, and all easements, rights, appurtenances belonging to the land and the building.
2. The foundation, columns, girders, beams, supports, main walls, passages etc.
3. One underground and over head water reservoir together with the main pipe line from the KMC and Common Drainage system and Sewerage system. The Developer shall provide a Tap connection on the Roof.
4. Stairs from the Ground floor upto the roof of the building.
5. Common Passage/Passages for ingress and egress to the said building.
6. Pump Room.
7. Electrical Wirings and main electrical power source to the building.
8. Boundary walls.
9. Main gate.
10. Roof of the building

11. All other common areas, equipment, installation, fixtures, fittings and spaces in or about the said building as are necessary or convenient to its existence maintenance and safety or normally in common use and as are specified by the vendor expressly to be the common parts of the flat.
12. Keys of the Main Gate.
13. Keys of the Electric Meter room.
14. Lift with Lift Room.

FIFTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF BUILDING)

- a). **Foundation** : To be of reinforced cement concrete. As per sanction Plan (K.M.C.)
- b). **Super Structure** : To be of reinforced cement concrete with reinforced cement concrete columns, beams and slabs.
- c). **Plinth** : To be of brick work in sand and cement mortar. As per Sanction Plan (K.M.C)
- d). Walls, external walls of 5" thick brick work and the internal partition walls of 3" thick brick work with sand and cement mortar as per sanction plan of K.M.C.
- e). **Finishing of Wall** : Bath room wall finishing internally with glazed tiles upto 6' height all walls and ceilings

shall be given finished with cement based paint with Putty/Paris.

- f). **Flooring** : Marble/Vitrified Tiles will be provided with similar treatment in room. Kitchen and toilet will be provided with Marble flooring and the walls of toilet to be fitted with glazed tiles upto 6'-0" feet height.
- g). **Doors and Windows** : All internal doors frames of good quality wood and size 4" x 2 ¼ " thick flush door having commercial ply on both sides and fitted with normal fittings. And the main door will be panel door. All windows will have Aluminium Frame and sliding glass.
- i). **Fittings in the Kitchen** : Green Platform will be provided for cooking Shelf and 4' ft. height glazed tiles and one Steel sink cum drain board.
- j). **Fitting in the bath and Privy** : Vitreous Sanitary ware, wash Basin with Chromium plated pillar cock, One Soap tray, One Towel Rail, One Chromium plated shower rose and Chromium plated bibcock in each bath room each privy will have a flash system. All toilets have concealed P.V.C. pipes toilets will have provision for hot water. The outer line will be done by exposed P.V.C. pipe and toilet will have Indian pan with low down cistern (P.V.C.) one extra toilet with commode, system to be provided attached with one bed room, and toilet floor will be marble finish. One Basin shall be provided in the Dining Room.

- k). **Plumbing and Drainage** : Concealed plumbing lines and drainage system for smooth outlet for Wastage Waters.
- l). **Electrical Installation** : Concealed wiring upto points but without light and fan fittings, decent switch board with switches and power point sockets will be provided in each room at a convenient height on the wall. Electrical points will be provided in each flat as follows :
- i) Each bed room will have four points, two plug points, one Floor light point, A.C. Point will be provided in one Bed room.
 - ii) Living Cum Dining – 3 Light points, 1 Fan point, 1 Refrigerator point, 15 Amp. 2 Plug points.
 - iii) Kitchen : 2 Light Points, 1 Exhaust Fan Point, 1 Plug with 5 Amp. and 15 Amp and 1 Aqua-Guard point. One extra combined Power Plug Point will be provided for induction cooker.
 - iv) Toilet : 2 Light Points, 1 Exhaust Fan Point, 1 Plug point 15 Amps and 1 Fan Point, 1 point of Washing Machine & 1 point of Geysor.
 - v) Calling Bell point of all Flat Ownerss will be provided on the main entrance of the Ground Floor.
- m). **Water Supply** : 24 Hours water supply through the Provision for storage in overhead reservoir and plumbing service. Auto pump will be provided in the water reservoir.

- n) **LIFT** : A four passengers lift of reputed make for the Building.

N.B. Brands and materials may be changed as per desire of the Owners. The extra expenses for such change must be paid to the Developer in advance.

POWER OF ATTORNEY

We, (1) **SRI ARUN KUMAR CHATTERJEE**, son of Late Uttam Chatterjee, by occupation – Business, residing at 41/10, Sarsuna Main Road, P.O. & Police Station – Sarsuna, Kolkata - 700061 and (2) **SMT. ANINDITA CHAKRABORTY**, wife of Ashish Chakraborty and married daughter of Late Uttam Chatterjee, by occupation – Housewife, residing at 4/4, Kastodanga Road, P.O. & Police Station – Sarsuna, Kolkata – 700061, both by Nationality - Indian, both by Religion Hindu as the joint owners of the Schedule noted property do hereby nominate constitute and appoint **SHRI CHANDAN MONDAL**, son of Late Kanai Lal Mondal, by Nationality Indian, by faith Hindu, by occupation Business, residing at 50C, Becharam Chatterjee Road, Police Station Parnasree, Kolkata – 700 034, District South 24-Parganas, as our true and lawful Attorney for us in our names and on our behalf to do execute and perform inter alias the following acts, deeds, matters and things in respect of the property described in the Schedule hereunder written.

- a) To prepare plans or maps and to sign our names on proposed plans/maps for construction of a Building as necessary in respect of the schedule noted property and for