

and daughter of Late Goutam Roy, (4) **SMT. SAKTI ROY**, wife of Late Arup Roy, (5) **SMT. ARCHANA PAUL**, wife of Late Harinath Paul and daughter of Late Radha Charan Roy, (6) **SMT. INDIRA BANERJEE**, wife of Anil Banerjee and daughter of Late Radha Charan Roy, (7) **SRI SHIBASISH ROY**, son of Sri Partha Sarathi Roy, executor to the estate of Asim Roy and Anjali Roy since deceased, all are residing at 91, Masjid Bari Street, P.S. Burtolla, Kolkata- 700006, hereinafter referred to as the **OWNERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, representatives and assigns) of the **ONE PART**.

A N D

SRI MRINAL GHOSH son of Sri Monoranjan Ghosh, by faith Hindu, by occupation Business, carrying on business under the name and style of **M/S. TARAMAA CONSTRUCTION** as a sole proprietor having its office at "Charulata Apartment", Tarulia 2nd Lane, under Mahisbathan-2 No. Gram Panchayet, P.O. Krishnapur, P.S. New Town, Kolkata - 700102, hereinafter called **DEVELOPER** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successor-in-office, representatives and assigns) of the **OTHER PART**.

WHEREAS one Prabhat Kumar Roy, Radha Charan Roy, Prafulla Kumar Roy, Probodh Kumar Roy and Pranab Kumar Roy all sons of late Ashutosh Roy were the absolute owner of the property being Premises No. 12A, Barrackpore Tank Road (B. T. Road) P.S. Chitpur, Kolkata, along with other properties.

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AND WHEREAS said Prabhat Kumar Roy filed a Title Suit being T. S. No. 82/1958 before the Ld. 6th Assistant District Judge at Alipore for partition of the properties against said Radhacharan Roy & Ors.

AND WHEREAS said Partition suit was decreed in final form on compromise terms of the solemnname as a part of the decree dated 17.03.1967.

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AND WHEREAS in terms of the Said solemnname decree, said Radha Charan Roy was allotted North West portion of land measuring about 21 Cottahs, 2 Chittacks 9 Sq. ft. lands which was allotted in Lot "E" of the said partition decree dated 17.03.1967.

AND WHEREAS being the owner of the Lot "E" of the aforesaid property said Radhacharan Roy erected a brick built structure thereon and mutated and recorded the name in Calcutta Corporation as owner thereof and thereafter Plot "E" was renumbered as premises No. 12D, B. T. Road, Kolkata- 700002.

AND WHEREAS said Radhacharan Roy died intestate on 10th October, 1973 leaving behind his wife Smt. Debrani Roy and 7 (seven) sons namely Ashok Roy, Ashish Roy, Ashim Roy, Arup Roy, Amit Roy, Parthasarathi Roy and Goutam Roy and also three daughters namely Smt. Anjali Roy, Smt. Archana Pal and Smt. Indira Banerjee respectively as his legal heirs and representatives.

AND WHEREAS said Smt. Debrani Roy wife of Radhacharan Roy died intestate on 3rd March, 1976 leaving behind her 7 (seven) sons and 3 (three) daughters as stated above as her legal heirs and representatives.

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AND WHEREAS said Ashis Roy died intestate on 30.12.1987 as bachelor and leaving behind his 5 (six) brothers and 3 (three) sisters as stated about as heirs legal heirs and representatives.

AND WHEREAS said Amit Roy died intestate on 12.04.1996 as bachelor and leaving behind his 5 (five) brothers and 3 (three) sisters as stated about as his legal heirs and representatives.

AND WHEREAS said Ashok Roy died intestate on 22.01.2000 as bachelor and leaving behind his 4 (four) brothers and 3 (three) sisters as stated above as his legal heirs and representatives.

AND WHEREAS said Arup Roy died intestate on 15.06.2004 leaving behind his only wife Smt. Shakti Roy and left without any issue as his legal heirs and representatives.

AND WHEREAS said Goutam Roy died intestate on 20.12.2004 leaving behind his wife Smt. Gouri Roy and one daughter Smt. Gargi Roy as his only legal heirs and representatives.

AND WHEREAS said Asim Roy died on 11.10.2010 leaving behind his Last Will dated 09.04.2010 wherein he bequeathed his undivided 1/7th share or interest of Plot "E" of premises No. 12D, Barrackpur Trunk Road (B.T. Road) Kolkata alongwith other premises unto his nephew Sri Shibasish Roy and appointed him as executor of his estate to administer and manage the property.

AND WHEREAS said Anjali Roy died on 30.12.2012 leaving behind her Last Will dated 09.04.2010 wherein she bequeathed her undivided 1/7th

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share or interest of Plot "E" of premises No. 12D, Barrackpur Trunk Road (B.T. Road) Kolkata alongwith other properties unto her nephew Sri Shibasish Roy and appointed him as executor of her estate to administer and to manage the property.

AND WHEREAS thus (1) Partha Sarathi Roy, (2) Gouri Roy, (3) Smt. Gargi Roy, (4) Smt. Shakti Roy, (5) Smt. Archana Paul, (6) Smt. Indira Banerjee and (7) Shibasish Roy (executor) became absolute joint owners in respect of plot "E" of premises 12D, formerly known as 12A Barrackpur Tank Road (B.T. Road), Calcutta consisting of land having measuring about 21 Cottahs 2 Chittacks 9 Sq. ft. more or less together with a brick built building thereon morefully described in the schedule first written hereunder.

AND WHEREAS the aforesaid property being premises No. 12D, B.T. Road mutated and separated in the name of present owners and renumbered as 12D/3, Barrackpur Tank Road, Kolkata under Assessee No. 1100602096.

AND WHEREAS the parties herein intend to construct the multi storied building with entire land i.e. on 21 Cottahs 2 Chittacks 9 Sq. ft. of the said property as per building Rules and regulation of Kolkata Municipal Corporation.

AND WHEREAS the owners herein approached the Developer herein with a ~~specific~~ proposal to construct a straight G+3 storied building upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation for residential purpose comprising of

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several self contained flats or any other saleable space/spaces or portion on or over the said property morefully and particularly described in the schedule First hereunder written on the terms and conditions which have been mutually discussed and settled.

NOW THIS AGREEMENT WITNESSETH IT IS HEREBY AGREED BY PARTIES HERETO as follows :-

ARTICLE & DEFINITIONS

1. **OWNERS** shall mean (1) Partha Sarathi Roy, (2) Gouri Roy, (3) Smt. Gargi Chatterjee, (4) Smt. Shakti Roy, (5) Smt. Archana Paul, (6) Smt. Indira Banerjee and (7) Shibasish Roy, of 91, Masjid Bari Street, Kolkata- 700006.
2. **DEVELOPER** : shall mean **M/S. TARAMAA CONSTRUCTION** a proprietor/ concern having its proprietor Sri Mrinal Ghosh son of Monoranjan Ghosh of "Charulata Apartment", Tarulia 2nd Lane, under Mahishathan-2 No. Gram Panchayet, P.O. Krishnapur, P.S. New Town, Kolkata - 700102.
3. **TITLE DEED** shall mean all deeds, documents, papers and writings regarding title of the property.
4. **PROPERTY** shall mean a brick built building together with the piece and parcel of bent free land containing by estimation 24 Cottahs, 2 Chitta-ku 9 sq. ft. more or less situated lying at being Premises No. 12D/3, Barrackpore Tank Road (B.T. Road), Kolkata.

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5. **BUILDING** shall mean the building or buildings to be constructed on the said piece and parcel of land mentioned above in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.

6. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stair ways, passage ways shafts, drains, ^{lift} septic tank, over head water and underground water reservoir, pump and motor electric board and other space or spaces and facilities along with the easement attached thereto or which by mutually agreed upon between the parties or whatsoever required for the establishment, location, enjoyment, provisions maintenance and/or management of the building and/or common facilities or any of them thereon as the case may be.

7. **SALEABLE SPACE** shall mean flat or flats, apartment or apartments or any other space or spaces or portion thereof for residential purposes only and for exclusive use of the flat owners in the building available for independent use and occupation excepting what is due to be owners and after making due provisions for common facilities and the space required thereof.

8. **OWNERS ALLOCATION** shall mean 50% i.e. 50% of built up area which include several self contained flat from the ground floor to top floor of the building of proposed G+3 storied building to be constructed on the land of the said premises in accordance with the building plan to be sanctioned by Kolkata Municipal Corporation which is morefully and

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particularly set out in the schedule Second hereunder written. Be it noted that out of owner's allocation of aforesaid 50% built up area 200 Sq. ft. car parking space on the ground floor at proposed building to be provided by the owners to the Developer.

9. **DEVELOPERS ALLOCATION** shall mean 50% i.e. 50% of built up areas which include self contained flats from ground floor to top floor of the building of proposed G+3 storied building to be constructed on the said premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation. In addition of Developer's allocation, Developer is entitle 200 sq. ft. car parking space on the ground floor of proposed building from the owner's allocation.

10. **ARCHITECT** shall mean the qualified person or persons as may be appointed by the Developer for designing and planning of the building to be constructed on the said land.

11. **BUILDING PLAN** shall mean plan or plans or revised thereof prepared by the Architect for the construction of the building to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authority or authorities as the case may be.

12. **TRANSFER** shall mean with the grammatical variations and shall include Transfer of possession and Transfer of title or by any other means adopted for effecting what is understood as transfer of space to the Transferees thereof.

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13. **TRANSFeree** shall mean a person or persons, firm, limited Company, Association for persons to whom any saleable space in the building has been transferred under law for residential purpose.

14. **FORCE MAJUERE** shall mean, flood, earth quake, riot, war, storm temperest, civil commotion, strike, lockout and/or any other acts or commission beyond the control of parties hereto affected thereby and also non-availability of essential materials like cement, steel etc.

15. Words importing singular shall include plural and vice-versa.

ARTICLE- II TITLE AND INDEMNITY

1. The owners hereby declare that they are the sole and absolute owners of the property and lawfully entitled to the same and no dispute or any suit, actions or legal proceedings is pending in respect of the said property or any part or portion thereof and absolute right, title, interest and possession of the said premises to enter into this Agreement with the Developer.

2. The owners hereby declare that the said premises is free from all and any manner of dependens, charges liens, claims encumbrances, attachments, trusts, acquisition, requisition, or mortgages whatsoever and the owners hereby agree to indemnify and keep the developer indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.

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3. The owners hereby also undertake that the Developer shall be entitled to construct the building on the said land as agreed by and between the parties hereto in accordance with the sanctioned building plans or revised plan if any.

ARTICLE- III DEVELOPER'S RIGHTS

1. The owners grant exclusive right to the Developer to develop the said land in such manner as the Developer deems fit and proper in accordance with the provisions herein contained.

2. The owners shall at all costs of the Developers from time to time and at any time submit and/or joint with the Developer as the owners of the said land in submitting the building plan applications, forms, petitions and writings to the appropriate authority for sanction and/or approval of the plans and/or materials and otherwise as may or shall be required for the construction of the building on the said land. The Developer shall cause to be made which shall be required by the Government or any authority aforesaid to comply with any sanction or approval aforesaid it is carefully mentioned here that the Developer shall submit building plan for sanction before the Kolkata Municipal Corporation.

3. The Owners and Developer shall take all such permission sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.

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4. All applications, Plans and other papers and documents referred to above shall be prepared by the Developer at their own costs and submitted by or in the name of the Owners and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction of the building plan for the building or otherwise to obtain sanction for the construction of the building thereon.

5. The Developer shall render the owners all reasonable assistance necessary to apply for and/or to obtain all permission clearance and approvals in terms thereof and shall have the discretion to submit the applications, plans and other papers and documents and/or to do any other act deeds matters and thing envisaged herein agent for and/or on behalf of or in the name and with the consent of the owners and to directly collect and receive the same from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the owners shall grant the Developer and their nominees or successors, necessary power and authorities to sign make file amend withdraw and/or follow up the same and/or to do all the other acts, deeds, matters and things necessary to obtain requisite sanctions, permissions clearances and approvals as aforesaid.

6. That after obtaining sanctioned building Plan the Developer shall be allowed by the owners in writing to have the constructive possession of the said land with the view to achieving the purpose and object envisaged herein, subject to approval of the building plan from the Kolkata Municipal Corporation.

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7. The Developer shall exclusively be entitled to receive, realize and appropriate the sale proceeds and/or construction costs with regard to the Developer's allocation, which the Developer became entitled to receive from the intending purchaser or purchasers of flats, car parking spaces and other saleable space or spaces in the said proposed building.

ARTICLE- IV CONSIDERATION

Inconsideration of the owners have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed G+3 storied building in the manner hereinabove mentioned, the Developer shall allot to the owners 50% i.e. 50% of built up area to in which include self contained flats from ground floor to top floor of the building at premises No. 12D/3, B. T. Road, Calcutta- 700002 of proposed G+3 storied building to be constructed on the land of the said premises in accordance with the building Plan to be sanctioned by Kolkata Municipal Corporation along with a Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs) only in cash will be paid to the owners by the Developer. On or before the execution of this agreement which will be refundable without any interest. It is also agreed by the owners that the owners will provide a 200 sq. ft. car parking space on ground floor of the proposed building from the owners' allocation.

ARTICLE-V BUILDING

1. The Developer shall at their own cost or by raising funds from the prospective buyers out of Developer's allocation or in the manner they consider necessary for which it is hereby agreed between the parties. *

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hereto that the Developer shall be at liberty to invite application from the prospective buyers for transfer out of the total build up area of the Developer's allocations excepting the Owners allocation/ portion in the building to be constructed on the land comprised in the said premises in accordance with the building Plan approved by the Architect and duly sanctioned by the Kolkata Municipal Corporation revised thereof with good materials as are necessary for such construction and specifications must not be below as mentioned in the third schedule hereunder written and also in good workmen like manner within a period of 24 (twenty four) months from the date of obtaining sanctioned building plan approved by Kolkata Municipal Corporation receiving vacant possession of the permission and such period may be extended mutually.

2. The Developer shall also install and provide in the said building at their own costs the pumps, water storage, tanks, over head reservoir, underground reservoirs, septic tanks, (if necessary) inside electrifications and/or other facilities required to be provided in the building in terms of the sanctioned plan or under any applicable statutory bye laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the Third Schedule hereunder written.

3. The Owners shall be entitled to transfer or otherwise deal with only the owners allocation in the building.

4. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise

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deal with or dispose of the same without any right, claim or interest therein whatsoever of the owners and the owners shall not in any way interfere with ~~the~~ or disturb the quiet and peaceful possession of the Developers allocation.

5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the owners for which purpose the owners undertake to give the Developer power of attorney in a form and manner reasonably required by the Developer. It is however understood that such dealing shall not in any manner fasten or create any financial liability upon the owners.

6. The Developer shall be authorized in the name of the owners in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations or for cement, steel bricks and other building materials allocable to the owners for the construction of the building and to similarly apply for and obtain temporary connections of water electricity power and permanent drainage and sewerage connection to the newly built up building for which purpose the owners shall execute in favour of the Developer a power of attorney and other authority as shall be required by the Developer for which the owners shall not be liable in any manner whatsoever.

7. The Developer shall at their own costs and expenses and without creating any financial or other liability of the owners construct and complete the said new building and various units and/or apartments

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therein in accordance with the sanction building plan and any amendment thereto or modification thereof made or cause to be made by the Developer.

8 All costs and charges and expenses including Architect Fees shall be discharged and paid by the Developer and the Owner shall bear no responsibility in the context.

ARTICLE - VI AUTHORITY

1. The Developer shall be entitled to transfer or otherwise deal with the flat/flats and or apartments and/or an other saleable space or spaces and car parking spaces of Developer's Allocation of the building including proportionate right to use the common areas and facilities to be transferred to the prospective transferees.

2. In so far as necessary all dealings by the Developer in respect of the -said building in relation to these presents shall be in the name of the Owners for which the Owners hereby nominates, constitutes and appoints the Developer to do, execute perform and exercise all acts and things necessary for the implementation of this agreement including the authorities to cause to be prepared to sign letters, correspondence and to apply to the authorities to sign and execute all applications to the Government Department and/or authority to appoint Architect, Engineers and other persons to construct the building as per sanction of the authority to enter into and sing agreement for sale and to sign sale deeds, conveyances, jointly with the owners in favour of the prospective transferees of Developer's Allocation to make affidavit and declaration to

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apply for allotment of cement, iron and steel and other materials, to apply for electric connection sewerages drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises to make payment of all taxes, rates impositions in respect of the said premises to commence proceedings, to settle any suit or proceedings to sign, plaints, verification, written statements, petition to sworn affidavit to appear in any court of law to give evidence and to arrange or substitute with all any of the powers.

ARTICLE - VII COMMON FACILITIES

1. The Developer shall pay and bear all ground rent, Municipal taxes, other dues and outgoings in respect of the said premises accruing dues as and from the date on which the Developer will get the vacant possession thereof for undertaking the construction works or after obtaining sanction plan.

2. After completion of the Owners' allocation portion of the said building completed the Developer shall give notice in writing to the owners requiring the owners to take possession of the Owners' allocation in the said building agreed to be provided as consideration of the land as per terms of this Agreement and the date of service of such notice and at all time thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties maintenance charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as 'the said Rates') payable in respect of the Owners allocation and the said rates are to be pro-rate basis with reference to the saleable space in the building.

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3. The owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or to the other authority or to the Developer or otherwise as specified by the Developer and shall keep the Developer or other authorities in this regard indemnified against all claims, actions, demands and costs, charges, expenses and proceeding whatsoever directly or indirectly instituted against or suffered or incurred by the Developer or such authorities or paid by either of them to it as the case may be consequent upon default by the Owners and/ or the Developer in this behalf.

OWNER'S OBLIGATION

1. The Owners doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer's allocation (or any portion thereof) in the said building of the said premises.

2. The Owners or any person or persons claiming through them shall not any way cause any interference or obstructions whereby the Developer or any person or persons claiming through them shall in any manner be prevented obstructed from construction and erecting the said building on the said land in the said premises.

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3. The Owner doth hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Developer during the constructions

4. If the Owners committing breach of any of the terms and conditions hereby contained delayed in delivery of possession of the said premises as hereby before stated the Developer shall be entitled to and the owners will be liable to pay such losses and damages as be settled between the parties.

5. That the co-owners hereby agreed and covenant that owners shall deliver peaceful and vacant Khas Possession of the Schedule 'First' property referred herein below free from all encumbrances on the day of sanction plan of the proposed building.

DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the owners to complete the construction of the said building in terms of this Agreement and in accordance with the sanctioned plan or revised thereof duly sanctioned by the Kolkata Municipal Corporation within 24 months provided from the date of receiving vacant possession of the premises unless prevented by any circumstances beyond the control or by force majeure.

2. The Developer hereby agrees and covenants with the Owners not to violate contravene any of the provisions or Rules applicable for construction of the said building.

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3. The Developer hereby agreed and covenants with the owners not to do any act, deed or thing whereby the owners are prevented from enjoying selling assigning and/or disposing of the owners allocations or any portion thereof of the said building in the said premises.
4. That the Developer will be supplied a copy of the sanction plan which is sanctioned by the Kolkata Municipal Corporation in the name of the owners to the owners.
5. The Developer hereby agree and covenants with the Owners that after completion of the building developer shall deliver the entire completed owners allocation of the building to the owners and thereafter developer shall transfer the flat/flats to the intended purchaser from the Developer's allocation.

MISCELLANEOUS

1. That on demolition of the existing structure standing thereon the Developer will be at liberty to sell the old building materials and the sale proceeds thereon will be exclusively retained by the Developer for which the owners do hereby tender their No Objection and neither the owners nor their any legal heirs and successors shall claim the said sale proceeds against the developer in future.
2. That before demolition of the existing building stand thereon the Developer shall provide a store room to the owners temporarily for the purpose of keeping and/or storing the articles of the Owners if necessary.

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3. Both the landlords and the Developers are agreed to extend their best possible co-operation and help to complete the agreement towards each other in all needs and situation also the owners declare that the statement given by them are true and correct.

4. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the owners or if delivered by hand (acknowledgement is required) or sent by prepaid Registered post to the owners and shall likewise be deemed to have served on the Developer if delivered by hand or sent by prepaid Registered post to the Registered Office of the Developer.

5. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common part thereof. The Owners hereby agree abide by all the Regulations to be framed by Owners Association who will be in charge of such management of the affairs of the building or buildings and/or common parts thereof and the parties hereto hereby give consent to abide by such Rules and Regulations.

6. After completion of the constructions of the building the Owners shall at the request of the Developer execute and register appropriate transfer deeds/conveyances together with the proportionate share of the land in favour of the Developer or their nominee and/or the transferee or transferees at the cost of the Developer intending Purchaser/Purchasers of the Developer allocation:

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FORCE MAJUERE

1. Force Majuere shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out labour unrest and/ or any other acts or commission beyond the control of the parties hereby effected thereby and also non availability of essential materials like cement, steel etc.
2. If the construction and/ or completion of the building is delayed from any willful act on the part of the Developer in that event the Developer shall be liable to pay such loss or damages to the owners at the rate of Rs.5,000/- (Rupees Five Thousand) only per month with the expiry of the said 24 months from the date of sanctioned Plan from the Kolkats Municipal Corporation after obtaining vacant possession of the said property.
3. After completion of construction the Developer shall completion certificates from K.M.C. and other relevant documents in connection with the said newly construction building to the owners.
4. That if any deviation took place in the building at the instance of either owners or any intending purchasers then and in that event the respective flat owner shall pay the entire cost of revised plan for regularization of said deviation and the Developer shall not be liable to incur any expenses for the said regularization of deviation. It is also agreed by the parties that any deviation at the sanction plan the owners shall not liable to pay any cost.

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It is further agreed by and between parties that the Developer and the owner will be provided their allocation as follows:

50% Developer's Allocation :-

- i) 50% of proposed ground floor including 200 Sq. ft. car parking space of the proposed building.
- ii) Entire First floor of the proposed building.
- iii) 50% of the proposed third floor of the proposed building.

50% Owner's allocation

- i) 50% to proposed ground floor excluding 200 (two hundred) Sq. ft. car parking space of the proposed building.
- ii) Entire Second floor of the proposed building.
- iii) 50% of proposed Third floor of the proposed building.

It is further agreed by and between the parties that the roof right will be common.

ARBITRATION :

In case of any dispute or difference which may arise between the parties with regard to construction meaning and effect or interpretation of any of the terms and conditions or any thing thereof herein confined this present or determination of the same shall be referred to Gcbinda

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Chandra Bose, Advocate for arbitration and a Arbitrator and both party will settle their dispute amicably in presence of the aforesaid Arbitrator and /or parties will abide by the decision of the said Arbitrator mutually as a conciliation proceedings of the Arbitration and Conciliation Act, of 1996 including if any statutory modification if any.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT a brick built building together with the piece and parcel of rent free land being Plot No. 'E' comprising North-West portion 7 (seven) cottahs 6 (six) chittacks 43 (forty three) square feet Central Portion 6 (six) cottahs 0 (zero) chittacks and South-West portion 7 cottahs 11 chittacks 11 square feet in all total land 21 cottahs 02 chittacks 9 square feet more situated lying at being Premises formerly 12D, Barrackpore Tank Road now renumbered as Premises No. 12D/3, B.T. Road, Kolkata, P.S. - Chitpur, under K.M.C. Ward No. 6 being butted and bounded by:

ON THE NORTH : 1/1, Gopal Mukherjee Road.
ON THE SOUTH : 10, B.T. Road.
ON THE WEST : 2, Gopal Mukherjee Road and Delhi Garage.
ON THE EAST : Partly 12/D/2, B.T. Road & Common passage thereafter Plot-D (Tank).

THE SECOND SCHEDULE ABOVE REFERRED TO :

The owners shall be allotted 50% of the built up area which including ~~the~~ *Seven* ~~self~~ self contained flats from ground floor to top floor excluding 200 Sq. ft. car parking space on the ground floor of the building of proposed G .

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plus 3 storied building to be constructed on the land of "E" Plot the said Premises No. 12D/3, formerly known as 12A, B.T. Road, Kolkata - 700002 in accordance with the building plan to be sanctioned by K.M.C.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Specification)

Type of structure	⋮ R.C.C. foundation and fitting in the concrete proportions of 4:2:1 cement ratio.
Super Structure	⋮ R.C.C. frame work, column, beams, slabs lintels, charjjas in the concrete proportions of 4:2:1 ratio with 200 mm thick wall on interior wall in 1:5 proportion and 76 mm thick interior wall in 1:4 ratio.
Surface Finish	⋮ Exterior good quality cement paint will be used. Interior plaster of paris, stair wall finish lime paint. Doors and windows will be painted with synthetic enamel.
Flooring	⋮ Inside mosaic in grey with scarting in all areas inside the flats, inside mosaic in grey in stair and landing.
Door	⋮ Water proof flash door.
Window	⋮ Fully glass steel window.
Kitchen	⋮ 6' x 20" black stone cooking plat form and back stone sink with 2' feet coloured tiles dado.
Toilet	⋮ Concealed water line (toilet only) i. To tap ii. One shower iii. White commode/Indian pan, iv. White PVC cistern. v. White porcelain land wash basin with pillar cork (cold). vi. 5' feet in height white glassed tiles dado.

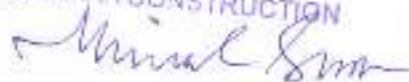
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- Plumbing/ Drainage** :
- i. Necessary drain sewer line in action pits and accessories duly connected to the septic tank.
 - ii. Water pump with motor of requisite capacity.
 - iii. PVC main water pipe.
- Electric** :
- i. concealed wiring with good quality copper cable built in channel switch board with piano switch.
 - ii. Two light points, one fan and one lower point in bed room.
 - iii. Two light point, one fan point and one power point in dining/drawing room.
 - iv. One light and one power point in bath room and kitchen.
- Note** :
- Every point will be of 5 amps capacity except fridge and water heater.
- Electric meter** :
- Procurement of electric meter for individual that from CESC shall be on account of respective flat owner.
- Roof** :
- Necessary water treatment will be done.
- Water Supply** :
- Water will be provided through K.M.C. water supply and by storing the same in underground reservoir, one over head reservoir will be provided on the ultimate roof and the electric pump will fetch the water from the underground reservoir to the overhead reservoir.

TARAMAA CONSTRUCTION



Proprietor

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seals hereto and to a duplicate thereof this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the within named parties at Kolkata
in the presence of:

WITNESSES:

1 *Sambada Bose*
S. C. Court Bar *Advocate*
Association, *Calcutta*

2 *Partha Mahapatra*
512/14, R.N. Tagore
Road Kol-77.

Partha Sanyal

Biswajit Roy

Gargi Chatterjee

Sakti Ray

Aradhana Paul

Motilal Baghel

Sambasmita executor to the
estate of *Ashim Roy & Arjun Roy*
SIGNATURE OF THE OWNERS *demanded*

TARAMAA CONSTRUCTION

Minial Ghosh

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by:

Sambada Bose

Advocate

S. C. COURT BAR ASSOCIATION
2 & 3, K.S. ROY RD, Kol. 1

TARAMAA CONSTRUCTION

Minial Ghosh

Proprietor

MEMO OF CONSIDERATION

RECEIVED within named Developer a sum of Rs.5,00,000/- (Rupees Five Lakhs) only as consideration money ~~as per~~ as per memo below.

By Cash:—

1000 x 500/- = 5,00,000/-

Partha Sawalhi Roy

Gouri Roy

Gargi Chatterjee

Sakti Ray.

Aradhana Paul.

Indira Bhowmik.

~~Shubashini Roy~~

executed in the estate of
Babur Roy & Anjali Roy
Sri Sri Sankar

WITNESSES:

1. ~~Sabincha Bose~~
Adhvanti

2. Partha Mahapatra.

SIGNATURE OF THE OWNERS

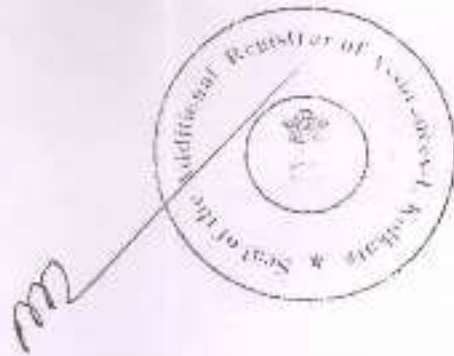
TARAMAA CONSTRUCTION

Minal & Co

Director

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 15
Page from 5448 to 5482
being No 06649 for the year 2014.



TARAMAA CONSTRUCTION

Murali Kumar

Proprietor

(Dinabandhu Foy) 24-July-2014
ASST. REGISTRAR OF ASSURANCE-1 OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal