

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 deed of the First Party's Allocation to third parties and the Second Party's 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 for 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 Second Party and/or their 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.

- 14.1.4 Compliance with Rules: The First Party, Second Party (for the flat not sold) 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, Second Party (for the flat not sold from their allocated portion) 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 conditions 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 Validity of Insurance : Neither the First Party nor Second Party (for the flats not sold from their allocated portion) and/or the Transferee /occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the New Building or any part thereof and shall keep the other Transferee/Occupant of the New Building harmless and indemnified from and against the consequence of any breach.
- 14.1.7 No Obstruction of common Portions: Neither the First Party nor Second Party (for the flats not sold from their allocated portion) and/or the Transferee /occupants 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.
- 14.1.8 Cleanliness: Neither the First Party nor the Second Party (for the flats not sold from their allocated portion) and/or their 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 , 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.

- 14.3 No alteration of the elevation etc. The respective transferees of the Allocations of the First and the Second Parties shall not alter, disfigure or change the exterior of the building including elevation unless agreed to by the First Party and the Second Party in writing.
15. First Party's Obligation: (Subject to the Second Party complying with the terms of the Agreement)
- 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.

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 39 (thirtynine) months and handover/provide physical possession along with Completion Certificate, sewerage connection from the date of handing over of vacant peaceful possession by the First Party to the Second Party, subject to force majeure as defined in Clause 21.1 below. Time of completion shall be the essence of the contract and subject to default clause as aforesaid.
- 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 Mr. Anu Burman, Partner of M/s. Capricorn Estates will 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.

- 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 . Furthermore if the first party decides either in present or in future to sell their portions and for which it requires any signature of the Second Party to effect such sale or to prove their title to the constructed area then the Second Party shall to do all such acts, deeds, matters and things and execute any such power of attorney and/or put its signature on any deed or document as may be required by the First Party to give effect to the above.
- 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.
- 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 have given and satisfied regarding their good and marketable title to the Second Party and the First Party hereby indemnifies and agree to keep indemnified the Second Party 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 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 constructed 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 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 The Second Party has the right to raise loan and/or borrow from time to time such sums of money or moneys from any Financial Institutions against the security of the Second Party's allocated portions of the new building to be constructed in and upon the Schedule below property and for such purpose, to sign and execute such mortgages, charges, pledges and other securities upon such agreements, terms, conditions as he may think fit and proper.
- 19.6 Name of New Building : The name of the building shall be "AMRAPALI DHIR" as mutually decided upon and the

same shall not be changed on any later date by any of the Parties or their assigns.

19.7 No demise or Assignment: Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the 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.

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

19.9 Wealth Tax : As and from the date of completion of construction of New Building, the Transferees and the First Party 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 and handover vacant possession of the First Party's Allocation in the New Building within a period of 39 months and hand over /provide physical possession along with Completion Certificate, sewerage connection from the date of getting vacant peaceful possession, subject to force majeure the First Party, shall be entitled to exercise their right for such remedy as in law the First Party would be entitled to. If the construction and completion of the New Building and handing over vacant possession is delayed beyond stipulated period and/or suspended , then and in that event the Second Party shall be liable to pay damages to the First Party, which shall be Rs.1,25,000/- (Rupees One Lac twenty five thousand) only per month for the subsequent period till possession is handed over.
- 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- acts of god, natural calamity and other eventualities, which are

beyond control of human beings that cannot be reasonable 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 : The original of this registered agreement shall be kept with the Second Party and a certified copy shall remain with the First Party.
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.
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 contraventions. 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 | Second Party |
|---|-------------------|
| Srid Deepnath Roy Chowdhury | Capricorn Estates |
| Sri Rupnath Roy Chowdhury | 73, Moore Avenue |
| Sri Meghnath Roy Chowdhury | Kolkata- 700 040 |
| All are residing at 15B Mandeville Gardens , Kolkata-700 019. | |

26. Arbitration:

26.1 Tribunal : Disputes relating to this Agreement or its interpretation shall be referred to the arbitration and shall be governed by the Arbitration and Conciliation Act, 1996(as amended).

27. Jurisdiction:

- 27.1 District Judge, Alipore: In connection with the aforesaid Arbitration proceedings, the District Judge, Alipore and/or the Calcutta High Court shall have jurisdiction to receive, entertain, try and determine all actions and proceedings
28. Rules of Interpretation:
- 28.1 Heading : 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 hold prints define the word, phase or expression immediately proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The said Premises)

ALL THAT piece and parcel of land and premises including the shed building and structures standing thereon admeasuring an area of 17 Cottahs 02 Chittacks and 36 sq ft more or less or on part thereof comprised in portion of R. S. Dag No.48, 49 and 50, R. S. Khatin No.178, 121 and 89, Mouza Kalikapur, J. L. No. 20, R. S. No.20, situate and laying at and being known and numbered as Municipal Premises No.399, Kalikapur Main Road, within the Police Station- Formerly Kasba now Purba Jadavpur, Kolkata- 700 078, Ward No. 106 of the K.M.C., Sub-Registration Office -Sealdah, District-24 Parganas (South) and butted and bounded in the manner following that is to say:

On the North : 79, 80 and 82 Kalitala

On the East : 16/2A, Kalitala

On the South : 849/1, Panchanan Bhawan

On the West : 26' KMC Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(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:
 - 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
 - c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
 - d) Elevators
- 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.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
SPECIFICATION FOR THE PROPOSED CONSTRUCTION:**

1. BRICK WORK
 - External Wall : 200/250 mm thick brick work with cement mortar in proportion (1:6) by using 1st class mechanized bricks.
 - Partition Wall: 75/125 mm thick brick work with sand cement mortar in proportion (1:6) by using 1st class kiln burnt bricks and in case of 75 mm thick wall, wire mesh shall be used at every 3rd/4th layer.
2. PLASTERING
 - i) Rough brick surface by 19mm thick (1:6) cement sand prop.
 - ii) Finished brick surface by 12 mm thick (1:6) cement sand prop.

iii) Celling by (1:4) cement sand prop.

3. FINISHING

i) All internal surfaces are to be finished with plaster of paris or wall putty punning

ii) Front side of the entire building shall be painted with latest available permanent finish and painting on all other external side of the building shall be painted with weather coat of reputed make (Berger etc)

iii) Gates and grills are to be painted with anti corrosive zinc primer beneath 2 coats of oil based paint/synthetic enamel paint of Berger or of like company.

4. FOUNDATION:

The foundation would be of reinforced RCC combined footings /raft as per the structural design with prior and proper anti-termite treatment.

5. SUPER STRUCTURE :

The super structure of building shall have RCC framed structure with RCC columns, beams and slabs as per soil test report and the structural design.

6. CONCRETE WORK

i) All RCC will be as per structural specifications as specified by the structural engineer.

ii) Ground floor covered areas would be of kota stone /chequered tiles or other similar material.

7. GRILLS

MS Flats/10mm square bar will be used as per design mutually agreed and approved by the developer and the owners.

8. STAIRCASE RAILING

At least 75mm cross section polished wood railing with 10mm MS square bar.

9. DRAINAGE

Solid and liquid waste rain water etc will be disposed through Supreme /Oriplast (or other reputed make) swr pipes in network above GL and through SW or pvc drain pipes in network below GL.

10. FLOORING

Flooring inside the entire flat area shall be of good quality marble or vetrified Tiles. For Owners' allocated Units flooring of the Drawing /Dining should be marble slab.

Flooring in the staircase and lobbies shall be of good quality marble.

11. DOORS

All door frames shall be seasoned and treated sal wood. Shutters will be made of hot pressed factory made solid core phenol bonded flush doors with superior quality paint thereon. Doors shall be 35mm thick with oxidized steel hinges tower bolts , door stoppers Godrej mortise lock/ cylindrical lock. For Owners allocated Units bathroom door should be flush doors.

12. WINDOWS :

Glass windows in Aluminium frame of good quality with Powder coating or similar colouring options. Window sills to be covered material to match the floors below it.

13. ROOF TREATMENT

Good quality roof tiles finishing after waterproof treatment with SIKA.

14. TOILET FITTINGS:

Each toilet in the flats shall have good quality floor tiles with wall tiles up to 7 feet height, as per choice of second party. For Owners' allocated Units Bathroom floor and Walls should be of good quality Tiles up to the False Ceiling. Each toilet shall have one mixer shower with tap, one basin, one commode (western as per choice) geyser line and a master stop cock/. Concealed PVC piping with hot and cold supply to the basin , shower and tap shall will be installed. All CP and sanitary fittings would be of reputed make... PVC door shall be installed in toilet. For Owners' allocated Units bathroom fittings should be of Hindware and Jaguar or other reputed make

15. KITCHEN

Kitchen all taps etc. would be of Johnson or of like make with concealed PVC Supreme or any other reputed make piping for hot and cold water supply with mixing provision. Flooring would be of Tiles, Wall tiles up to 2 feet height above counter. Tiles up to ceiling in case of Owners Units. Kitchen platform will be of good quality black granite. Others Kitchen slab will

be of good quality granite galaxy. Sink would be of SS water and electrical provisions should be made for exhaust fan, Aquaguard, mixer and kitchen hood/chimney.

16. ELECTRICALS

Concealed havelis or any other reputed make wire wiring (copper) from ground floor to each unit with adequate points (both 5A and 15A) and modular switches (North West or other reputed make) for light, fans, geysers, TV, fridge, washing machine, air conditioners, exhaust fans and other appliances, with MCB and main switch (Havell/of like make), junction box, bass bar, best quality switchgear etc. Adequate and proper earthing must be ensured with MS concealed switchboxes.

17. WATER ARRANGEMENT

Underground reservoir for KMC water, one submersible pump (KSB or other the make) for overhead water tank with all necessary plumbing, valve and delivery pipelines for maintaining uniform flow of water in each unit (ring system network of pipeline or otherwise) have to be installed. Tanks would be of RCC structure. OH tank would be placed as per KMC sanction plans. All pipes would be PVC S upreme or other reputed make.

18. LIFT

6 passenger automatic lift of reputed make with SS panelling.

19. GENERATOR

Sound proof generator of adequate capacity to take care of the lift, water pump, common lightings and 500 watt power for

each unit at the cost of Unit Owners. But such cost shall not be applicable for Owners allocated Units.

20. AMENITIES & FACILITIES

- a) One Cable connection in each flat but in all bedrooms and one in hall area for Owners Units.
- b) Separate wiring from distribution box on the ground floor to each Unit and the Reception Lobby with electronic EPBX intercom facility from lobby to each flat.
- c) One landline telephone point in each flat with concealed wiring from ground floor to each flat.
- d) Air conditioner point in one room in each flat, For Owners' allocated Units AC points should be there in all Bedrooms and 2AC points should be there in the Hall.
- e) Caretaker's room and common toilet
- f) Personalized mail box shall be provided
- g) Complete water proofing chemical treatment of the roof with roof tiles or similar products such as waterproofed and anti slip hardened concrete on entire roof.
- h) Automatic electrical tripping device to avoid overload, separate with flats.
- i) Beautiful entrance lobby with stone or tiled flooring, having an appealing design.
- j) Car parking area and drive way of stone/ tiles or engineered concrete flooring. Provisions for car washing.

29. EXECUTION AND DELIVERY

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

- ① D. N. Roy Chowdhury
- ② Rupnath Roy Chowdhury
- ③ ~~Shouch...~~
(MEGHNATH ROY CHOWDHURY)

~~Partner~~ _____

Srid Deepnath Roy Chowdhury
 Sri Rupnath Roy Chowdhury
 Sri Meghnath Roy Chowdhury
 All are residing at 15B Mandeville
 Gardens , Kolkata-700 019.

(First Party)

CAPRICORN ESTATES

Anu B...
 (ANU BARMAN) Partner

(Second Party)

Witness :

- 1. Rajesh Bhowmick
10, old Post office st.
Kolkata - 1
- 2. Utpal Manna
10, old Post office st.
Kolkata - 1

Drafted by

C K Deora, Advocate
 C K Deora & company
 Advocates
 High Court, Calcutta -700 001.

Enl. No. WB/617/1974