



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 581507

THIS AGREEMENT made this 14th day of May 2019,
BETWEEN (1) SRI. BANIBRATA PULAK MAJUMDER, son of Late
Debabrata Majumder, having I.T PAN - CRIPM3666D, Aadhar No. -
475513409277 (2) SMT. PADMA MAJUMDER, having I.T PAN -
DBRPM5768L, Aadhar No. 4448 2816 5781 (3) SMT. SHUBHRA
MAJUMDER, having I.T PAN - DCTPM2667F, Aadhar No. - 6898
2065 2641, both daughters of Late Debabrata Majumder, Nos. (1) to
(3) residing at 414, Jogendra Garden, Nabapally, Kolkata - 700 107,

Sutapa Mondal

Padma Majumder

Banibrata Pulak Majumder

Suvra Majumder

Nikhil Goenka.

4900

10 MAY 2019

No.....Rs. **100/-** Date.....

Name:.....*S. J. Jalan*

Address:.....*10 Old Post Office St*

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27

KC-1



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 581506

(4) **SUTAPA MANDAL**, wife of Sri. Avijit Mandal and daughter of Late Debabrata Majumder, having I.T PAN - CHGPM7406K, Aadhar No. 285462946466 residing at 27E, Baburam Ghosh Road, Kolkata - 700040, Police Station - Regent Park, hereafter called "the **OWNERS**" (which expression shall include their and each of their respective successors-in-interest and/or assigns) of the **ONE PART**;

Sutapa Mondal

Padma Majinder

Banibrata Pulak Majumder

Suvra Majumder

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10 MAY 2019

No..... Rs.- **100/-** Date.....

Name: S. Jalan & Co.
Address: 10, Old Post office St
Vendor: Kot-1.

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kot-27

AND

G.G.ENTERPRISE, a partnership firm having its registered office at 8, Mahanirvan Road, Kolkata-700 029, I.T. PAN - AAQFG7956D, being represented by its partners namely, Sri. **Nikhil Goenka**, son of Pradip Kumar Goenka, residing at 8,Mahanirvan Road Kolkata-700 029 Police Station - Rabindra Sarobar, having his I.T. PAN - BQRPG4583Q ,and AADHAR NO - 7565 7528 2544 hereafter called "the **DEVELOPER**" (which expression shall include its successors-in-interest, nominees and/or assigns) of the **OTHER PART**:

W H E R E A S:

A. The terms in these presents shall unless contrary or repugnant to the context mean and include the following:

1. **ADVOCATES** shall mean **M/S. S. JALAN & COMPANY, ADVOCATES** of 10, Old Post Office Street, Kolkata - 700 001 or such advocate or firm of advocates, whom the Developer may from time to time appoint as the Advocates for the Project;
2. **ALLOTTED PORTION** shall mean the portion of the Premises to be allotted exclusively to the Owners herein towards their undivided 1/3rd (One-Third) share in the Premises pursuant to the Partition Suit filed by them against their co-shares;
3. **ARCHITECTS** shall mean such architect or firm of architects, whom the Developer may from time to time appoint as the Architects for the New Building;
4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the New Building and/or the Allotted Portion;

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5. **COMMON PORTION** shall mean all the common areas and installations to comprise in the New Building and/or the Allotted Portion excluding the roof and/or Terrace of the New Building;
6. **CORPORATION** shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, comment upon, approve and/or sanction the Plans;
7. **DEVELOPER'S AREA** shall mean all open and/or covered area in the New Building and/or the Allotted Portion other than the Owners' Area and share in the Land and the Common Portion;
8. **LAND** shall mean the land comprised in the Allotted Portion;
9. **NEW BUILDING** shall mean such building to be constructed on the Allotted Portion by the Developer in pursuance hereof;
10. **OWNERS' AREA** shall mean 1 (One) flat having Builtup Area of 600 (Six Hundred) Square Feet, more or less, on the Ground floor, and a cover space having built up area of 30 (Thirty) Square feet at the ground floor, **TOGETHER WITH** the undivided proportionate share in the Land and the Common Portions appurtenant thereto **AND TOGETHER WITH** all appurtenant rights thereto;
11. **PECUNIARY CONSIDERATION** shall mean the sum to be paid by the Developer to Owners, in addition to the Owners' Area;
12. **PLANS** shall mean the plans of the New Building to be sanctioned by the Corporation and shall also wherever the context permits include such plans, drawings, designs and specifications as are prepared by the Architects;
13. **Premises** shall mean Premises described in the **FIRST SCHEDULE** hereto and shall also include the Land, the existing buildings and other structures and after the demolition of the

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existing buildings, the New Building, wherever the context permits;

14. **PROJECT** shall mean the work of development undertaken to be done by the Developer in pursuance hereof till the development of the Allotted Portion be completed and possession of the completed Units is taken over by the Unit Owners;

15. **PROPORTIONATE** with all its cognate variations shall mean such ratio the Super Built Area of any Unit or Units be in relation to the Super Built Area of all the Units in the New Building;

16. **SAID SHARE** shall mean the undivided 1/3rd(One-Third) share of the Owners in the Premises;

17. **BUILT UP AREA** shall mean the entire covered area as be sanctioned by the Corporation and shall include the plinth area of the Units including the plinth area of the bathrooms and balconies and open terrace, if any, appurtenant thereto and also the thickness of the walls (external or internal and pillars) and the area of the Common Portion **PROVIDED THAT** if any wall be common between two units then ½ (One-Half) of the area under such wall shall be included in each such Unit;

18. **UNIT** shall mean any flat, shop, commercial or other covered area in the New Building which is capable of being exclusively owned, used and/or enjoyed by the Unit Owners and which is not the Common Portion;

19. **UNIT OWNER** shall mean any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any Unit in the New Building and shall include the Owners and the Developer for the Units held by them from time to time;

20. **MASCULINE GENDER** shall include the feminine and ~~vice~~-versa;

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21. **SINGULAR** shall include the plural and vice-versa;

B. The Owners have represented to the Developer as follows:

1. The Owners are the owner of the Said share [i.e., an undivided 1/3rd (One-third) share] in the Premises more fully described in the **FIRST SCHEDULE** hereto, free from all encumbrances.
2. The right, title and interest of the Owners in the Said Share in the Premises is free from all encumbrances whatsoever;
3. The entirety of the Said Share in the Premises is in khas possession of the Owners;
4. **SAVE** the Partition Suit being Title Suit No.79 of 2005 (Smt. Padma Majumder & others -vs- Sri. Nityabrata Majumder) in the 5th Civil Judge (Senior Division) at Alipore, hereafter called "the **PARTITION SUIT**", filed by the Owners against their Co-sharers/ owners in the Premises for partition of the Said Share from the rest of the Premises, there are no other suits, litigations or legal proceedings pending in respect of the Said Share or the Premises or any part thereof;
5. **SAVE** the Owners, no person has any right, title and/or interest of any nature whatsoever in the Said Share in the Premises or any part thereof;
6. The right, title and interest of the Owners in the Said Share in the Premises is free from all encumbrances and the Owners have a marketable title thereto;
7. There are no Thika Tenants on the Premises and the Owners have received no notice of any such claim or proceeding;
8. No part of the Premises has been or is liable to be acquired under the Urban Land (Ceiling and Regulation) Act, 1976

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and/or under any other law and no proceedings have been initiated or are pending in respect thereof;

9. The Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owners;
10. Neither the Premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other Public Demands;
11. The Owners have not in any way dealt with the Said Share in the Premises whereby the right, title and interest of the Owners as to the ownership use and enjoyment thereof is or may be affected in any manner whatsoever;
12. There are no wakfs, tombs, mosques, burial grounds and/or any charge or encumbrance relating to or on the Premises or any part thereof;
13. The Owners shall have no difficulty in obtaining permission, if any required for completion of transfer of the Developer's Area to the Developer and/or its nominees and/or otherwise in fulfilling their obligations hereunder;
14. The Owners are fully and sufficiently entitled to enter into this Agreement;
15. The Owners have made enquiries and is satisfied that they will have no difficulty in meeting their obligations and delivering vacant and peaceful possession of the Allotted Share for the purpose of the Project;

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- C. The representations of the Owners mentioned hereinabove are hereafter collectively called "the **SAID REPRESENTATIONS**" and the Owners confirm that the Said Representations are true and correct;
- D. Relying on the Said Representations of the Owners, the Developer has agreed to develop the Allotted Portion of the Premises, to complete the Project within 18 (Eighteen) months from the date of signing of this agreement, pay the monies and do the works as on the terms mentioned hereunder;
- E. The Developers herein will provide alternative accommodation to the owners herein for residential purpose within the locality of the schedule property.

NOW IT IS HEREBY AGREED AND DECLARED:

- 1. The Owners have appointed the Developer as the developer of the Allotted Share and the Developer has accepted such appointment on the terms and conditions hereunder contained.
- 2. The development of the Allotted Share will be in the following manner:
 - a) Simultaneously with the execution hereof, the Owners shall hand over the photocopies of all original documents of title and other papers relating to the Said Share and/or the Premises to the Developer, against its accountable receipt. But as and when required by the Developer, the Owners shall be bound to produce the originals of such documents of titles and other papers before any person or authorities. Upon completion of the Project, the Developer shall hand over the Original Documents of title and other papers, as aforesaid, to the owners and / or to the Association of the Unit Owners when it will be formed.

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- b) Within 3 (Three) months from the date hereof, of the owners will have to cause the names mutated as the Co-Owners of the Premises in the records of the Corporation and shall also subsequently after the partition of the Premises cause mutation and/or separation of the Allotted Share from the Premises, as a separated municipal premises in the records of the Corporation, by the Developer;
- c) Within 1 (one) month from the Owners receiving allotment of the Allotted Portion in pursuance of the Partition Suit or otherwise and getting the Allotted Share separated from the Premises in the records of the Corporation, the Developer shall at its own costs and expenses cause the Plans to be prepared and submitted to the Corporation for necessary sanction and shall obtain sanction as early as possible thereafter;
- d) The Developer has already paid to the Owner the sum of Rs.1,00,000/- (Rupees One Lakh) only, as and by way of Pecuniary Consideration;
- e) At any time hereafter, the Developer shall be entitled to enter upon the Said Share or Allotted Portion of the Premises, do soil testing and all other works as may be necessary for the sanction of the Plans;
- f) Within 15 (Fifteen) days from the date of sanction of Plans, the Owners shall deliver to the Developer peaceful and vacant possession of the entirety of the Said Share of the Premises in part performance of this Agreement.
- g) **SUBJECT TO** force majeure and reasons beyond the control of the Developer, maximum within 18 (Eighteen) months from the date of handover of possession by the owners, to the Developer, the developer shall at its own costs and expenses, complete the

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Project by constructing the New Building and shall deliver possession of the entirety of the Owners' Area to the Owners in a complete habitable condition, as per the particulars mentioned in the **SECOND SCHEDULE** hereto, with such reasonable changes as be advised by the Architects with the consent of the Owners **SUBJECT TO** the Owners meeting their obligations hereunder;

- h) The New Building shall be either for residential and/or commercial purposes as may be decided by the Developer at its sole discretion;
3. The Owners shall remain liable to rectify all patent or latent defects in the title, at their own costs & expenses.
4. The Owners doth hereby give consent to the sanction of the Plans and shall give such other consent or co-operation as be required by the Developer for the sanction of the Plans or otherwise for the Project.
5. Simultaneously with the execution hereof, the Developer shall be entitled to occupy and use the entirety of the Said Share or the Allotted Portion of the Premises and the Developer shall continue to hold the same for the duration of the Project. The Developer shall be entitled to use the Said Share or the Allotted Portion for setting up a temporary site office and/or quarters for its staff and shall further be entitled to put up boards and signs advertising the Project and post its watch-and-ward staff.
6. In connection with the aforesaid, it is agreed and clarified as follows :
 - a) The Plans for the New Building shall be got prepared by the Architects and shall be submitted to the Corporation for necessary sanction in the names of the Owners but otherwise at the cost of the Developer. The Developer shall also cause such changes to be made in the Plans as the Architects may approve

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and/or as shall be required by the concerned authorities from time to time for the benefit of the Developer **PROVIDED HOWEVER** in so far as the Owners' Area is concerned, such changes shall be made only upon intimation to and approval of the Owners;

- b) In case it be required to pay any outstanding dues to the Corporation or any other outgoings and liabilities in respect of the Said Share or the Allotted Portion of the Premises till the date of commencement of the New Building, the same shall be on account of the developer and the Developer shall be liable for the subsequent period, if any;
- c) Upon being inducted into the Said Share of the Premises as aforesaid, the Developer shall be at liberty to do all works as be required for the Project and to utilise the existing water, electricity and telephone connections in the Allotted Portion at it's costs and expenses;
- d) All costs, charges and expenses for preparation and sanction of the Plans and construction of the New Building and/or development of the Premises shall be borne and paid by the Developer exclusively;

7. Notwithstanding any thing contained herein, at any time hereafter, the Developer is entitled to negotiate with other Co-sharer of the Owners in the Premises in any manner whatsoever and to develop the Said Share or the Allotted Share of the Premises, as the case may be alongwith the remaining part or portion of the Premises or any part or portion thereof without the consent of the Owners and the Owners shall be bound to sign and execute all necessary papers and documents as may be required by the Developer to develop the Said Share or the Allotted Share along with the remaining portion of the Premises or any part or portion thereof by way of construction of a

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New Building thereon and it is made absolutely clear that in such event the entitlement or right, title and/or the interest of the Owners herein shall be limited to the extent of the Owners' Area and the Pecuniary Consideration, as agreed herein;

- 7.1. The Owner will be entitled to the Owners' Area and the entirety of the remaining Premises including the Units, the undivided share in the Land and the undivided share in the Common Portion of the New Building shall be to the Developer's Allocation.
- 7.2. The Owners' Area shall be constructed by the Developer for and on behalf of the Owners and/or their nominees as per the specifications mentioned in the **SECOND SCHEDULE** hereto. The rest of the New Building shall be constructed by the Developer for and on behalf of itself and/or its nominee or nominees.
- 7.3. The Owner and the Developer shall be entitled absolutely to their respective areas and shall be at liberty to deal therewith in any manner they deem fit and proper **SUBJECT HOWEVER TO** the general restrictions for mutual advantage inherent in the Ownership Flat Schemes. They will also be at liberty to enter into agreements for sale of their respective areas **SAVE THAT** the Owner shall adopt the similar agreement as the Developer may adopt in its agreement with the Unit Owners of the Developer's Area least insofar as the same relates to Common Portions, Common Expenses and other matters of common interest. The form of such agreement to be utilised by the parties shall be such as be drawn by the Advocates whose decision in this matter shall be final and binding, but the same shall be in accordance with the practices prevailing in respect of Ownership Flat buildings in Kolkata. The Owners shall be entitled to all monies that be received from the Unit Owners in respect of their respective Unit comprised in the Owners' Area whether the same be by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the Developer shall be entitled to all such monies

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receivable in respect of the Developer's Area **PROVIDED HOWEVER** that the monies payable and/or deposits for Common Purposes and Common Expenses shall be receivable only by the Developer till the Unit Owners' association to be formed from all the Unit Owners as fully mentioned hereafter. And the said Developers and /or the said association is/ are liable to provide the receipt of maintenance charges received

8. The Owners shall, from time to time, sell and convey to the Developer and/or its nominees, the undivided proportionate share in the Land contained in Said Share and/or the Premises appurtenant to the Developer's Area in the New Building. The consideration for such conveyance shall be the Pecuniary Consideration and the cost of construction of the Owners' Area and the Pecuniary Consideration and no other amount shall be payable to the Owners. The cost of preparation of draft, stamp charges and registration fees of the Conveyances shall be borne and paid by the Transferee. The Owners shall sign all papers and documents necessary for procuring all consents and/or permissions as be required for completion of such transfer, but the same shall be obtained at the cost of the Developer.
9. It is further clarified as follows:
 - a) The Owners shall reimburse to the Developer the proportionate costs, deposits and expenses incurred for providing electricity on or before delivery of the Owner's Area to Owners by the Developer;
 - b) Upon completion of the New Building, from time to time the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Advocates and be in conformity with other buildings containing ownership flats. The Developer and the Owners and/or their transferees, if any, shall comply with the said rules and/or regulations and shall

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proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management;

- c) The Developer may cause formation of a Society/Association or for the Common Purposes and the Unit Owners shall be made the numbers of such organisation in proportionate share and as early as possible. After the completion of the Project, the Developer shall hand over all deposits and all matters arising in respect of the management of the Premises and particularly the Common Portion to the said Society/Association;
- d) If so required by the Developer, the Owners shall join and/or cause such persons as may be necessary to join as confirming parties in any document, conveyance and/or any other document of transfer that the Developer may enter into with any person who desires to acquire Units comprised in the Developer's Area and similarly the Developer shall join in respect of the Owners' Area;
- e) The Developer shall keep the Owners saved harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereof including:
 - i) all claims or demands that be made due to anything done by the Developer during construction of the New Building including claims by the Owners of adjoining properties for damages to their buildings;
 - ii) all claims and demands of the suppliers, contractors, workmen and agents of the Developer on any account whatsoever, including any accident or other loss;
 - iii) any demand and/or claim made by the Unit Owners of the Developer's Area; and

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- iv) any action taken by the Corporation and/or any other authority for any illegal or faulty construction or otherwise of the New Building;
- f) The New Building shall have such name as decided by the Developer and the said name may be displayed at the site and on the New Building when completed. However, no personal or family name shall be chosen and/or used;
- g) The Developer shall be entitled to construct additional stories after obtaining necessary permissions from the Kolkata Municipal Corporation and/or other appropriate authorities or after getting modified the Plans for constructions of the New Building. The Owners confirm that they shall not any objection or hindrance to the same.

10. Simultaneously with the execution hereof or soon thereafter, the Owners shall grant to the Developer and its nominees a Power of Attorney authorizing the Developer to do all acts as be necessary for the Project and/or in pursuance hereof and/or on behalf of the Owners including authorizing the Developer to do the various works envisaged hereunder including power to contest the Partition Suit on behalf of the Owners, the sanction of the Plans and also for entering into agreements for sale, conveyances and construction of the New Building and/or portions thereof (excluding the Owners' Area) and receiving all amounts in pursuance thereof without making liable therefor to the Owners.

10.1 The Developer shall indemnify and keep the Owners indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer in pursuance of the authorities granted as aforesaid;

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10.2 The Powers and/or authorities granted as aforesaid shall remain irrevocable during the subsistence hereof.

10.3 The Owners shall give such co-operation to the Developer and sign papers, confirmation and/or authorities as may be reasonably required by the Developer from time to time for the Project at the cost and expenses of the Developer.

11. In case any of the parties hereto is unable to fulfill their respective obligations within the time hereinabove mentioned due to any reason beyond their control, then and in such event, the time for the performance of their obligations shall be suspended for such period otherwise as may be mutually agreed upon by the parties hereto.

12. In case any outgoings or encumbrances be found on the Said Share of the Premises till the date of completion of the Project in terms hereof, then the Owners shall be liable to remove the same at their own cost. In case the Owners do not, then the Developer shall be entitled to do so and recover the costs from the Owners; provided the developer.

13. In case the Developer fails to deliver the Owners' Area to the Owners within the time stipulated in Clause 2 (g) hereinabove, in such event the Developer shall be liable to pay to Owners a liquidated damages @ Rs.2,500/- (Rupees Two Thousand and Five Hundred) only per month for entire period of delay.

13.1. In case the Owners default in fulfilling their obligations hereunder, alleging that the inability has arisen for reasons beyond control and/or otherwise, then and in such event, the Developer shall be entitled to note all the particulars of such reasons and to deal therewith and to have such reasons or obstructions removed and negotiate with the authorities, State Government, trespassers, claimants, Co-owners and all other persons in connection therewith.

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The Developer shall have the authority to do so on behalf of the Owners and realize the costs and expenses related thereto from the Owners and in that case the Owners shall delegate such further authorities, give such information and co-operation as be required by the Developer. Alternately, the Developer will have the option to terminate this Agreement and receive simultaneous refund of all sums spent and/or incurred, including the amount of the Pecuniary Consideration, in pursuance of this Agreement **TOGETHER WITH** interest @ 18% (Eighteen Percent) per annum for the date of payment and/or expenditure till the date of refund from the Owners.

14. In case any of the parties commit any default in fulfillment of their obligations contained herein, then and in such event, the other party shall be entitled to specific performance and/or damages.
15. The Developer shall not and prohibited and retain to assign its rights and obligations hereunder to any third party or Company or persons it thinks fit and proper only with prior written permission or consent of the Owners.
16. Any disputes and differences any way relating to this Agreement and/or arising out of the provisions hereof shall be referred for arbitration to such person as be mutually acceptable, failing which, to 2 (Two) arbitrators, one to be appointed by each of the parties. The Arbitrators will be entitled to appoint an Umpire. Such arbitration shall otherwise be in accordance with the Arbitration and Reconciliation Act, 1996.

THE FIRST SCHEDULE:
(The Premises)

ALL THAT the piece or parcel of land admeasuring 3 (Three) Cottahs, 8 (Eight) chitack more or less, situate lying at and being Municipal Premises Nos.414, Jogendra Garden, Kolkata - 700 107, Police Station Kasba,

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comprised in R. S. Dag No.2527, R. S. Khatian No.539, Mouza Kasba, J. L. No.13, District 24 Parganas (South), Sub-Registry Alipore, District 24 Parganas (South), now within Ward No.107 of the Kolkata Municipal Corporation and butted and bounded as follows:

ON THE NORTH : By remaining land comprised in R. S. Dag No.2527;

ON THE EAST : By land comprised in R. S. Dag No.2615;

ON THE SOUTH : By land comprised in R. S. Dag No.2613; and

ON THE WEST : By land comprised in R. S. Dag No.2607;

THE SECOND SCHEDULE (Specification of the Owners' Area)

The allotment flats and Location of allotment flat in the new constructed building shall be settled in due course

BRICK WORK :

External Wall: 200/250 mm thick with cement mortar (1:6) using first class brick.

Partition Wall : 75mm/125mm thick with cement mortar (1:4) using first class brick providing wire mesh in alternate layers.

First class bricks having a minimum compressive strength of 70kg/cm² and passing through permeability test and other tests as per Indian Standard Code of practice will be used.

Fly ash bricks will not be used.

Flat brick soling will be done with pickedjhama bricks as underlays of 100mm thick, P.C.C. of minimum cement content 300 kg/m³ of concrete.

DAMP PROOF COURSE:

40mm thick concrete proportion (1:1 1/2:3) with good quality water proofing compound will be provided as per recommendation of the Architect.

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PLASTER:

Wall Plaster-outside surface 18mm thick (1:6 cement mortar) - inside plaster - 12mm thick (1:6 cement mortar) Ceiling Plaster-6mm thick (1:4 cement mortar). Proper chipping will be made before wall and ceiling plastering. Walls and ceilings POP finish.

GRILL & GATES :

Gates (8'x6' high each) with 2" dia G.I. tubes/ Ornate metal properly welded and fixed against R.C.C. Columns of suitable size and properly reinforced. The pillars of main entrance will be decorated.

FLOORING :

Bathroom walls will have dado upto 6' (Six Feet) with coloured ceramic tiles. Living Room, Dining and Bed Rooms, Bathroom flooring will be finished with vitrified tiles.

WINDOWS :

Wooden Window/Aluminium window with Grill fitted inside the frame.

WOODEN WORK :

Door frames will be made of very good quality Malaysian Sal Wood. 32 mm thick flush door. Five levers lock for rooms and 7 levers Godrej lock for main door of each flat will be provided. Main door of the Units will be of 32 mm thick flush door.

STAIR CASE :

Will be finished with 20 mm thick good quality marble and 2" dia grill railing with 1" dia wooden top.

DRAINAGE:

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

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approved by the Architect will be provided. Rain water pipes and soil lines will be of Supreme brand pipes.

PARKING AREA AND SIDE PASSAGE :

Will have crazy/kota stone flooring over 37.5 mm thick concrete (1:2:4) underlaid over flat brick soling.

FILLING MATERIALS :

Ground level to plinth level will be filled up with silver sand.

SANITARY FITTINGS IN TOILETS :

The following will be provided :

- a) Tap Shower of "Jaquar"
- b) White Hindustan/Jaquar wash basin.
- c) White European type/western water closet of Hindustan/Jaquar. Basin and water closet will be of porcelain of Hindustan/Jaquar brand. Concealed hot and cold water pipe line with P.V.C pipes. All the items will be chosen mutually.

KITCHEN :

Kitchen Platform with Granite (black) slab will be provided.

Walls will have up to 2' high ceramic tiles. Floor will be of vitrified tiles with 1(one)basin sink.

WATER SUPPLY :

RCC under ground reservoir will be made with one motor pump. All pipes for lifting and distributing water will be of P.V.C Pipes. Over head tank of adequate capacity will be provided.

Sutapa Mondal
Padma Majumder
Samratapulak Majumder

Surma Majumder

ELECTRICAL POINTS FITTINGS :

Concealed P.V.C. conduits, very good quality I.S.I. Standard copper wire will be provided. Separate meter for the Principals as well as for common use will be provided at extra cost.

Bed rooms points - 2 lights, 1 fan, 1- 5 amp plug .

Living cum Dining - 2 lights, 2 fans,

Kitchen - 1 light

Toilet - 1 light point, 1 - 15 amp plug.

Calling bell - will be provided.

Switches - Piano type (Anchor brand) fixed on coloured acrylic sheet which in turn will be fixed on mild steel sheet box or on good quality wooden box inside the walls. Electrical Mains etc. will be of high quality as be mutually agreed. Lift will be provided.

PAINTING AND FINISHING:

Outside face of external walls will be finished with Snowcem and attractive paint finish. Inside walls of Common Areas will be finished with very good quality plaster of Paris. Lift facia in each floor will be finished with wall tiles. Gates and Grills will be tubular and painted with 3 (Three) coats of enamel paints (British Paints make) over 2 (Two) coats of primer (British Paints make).

Ground floor lobby will be finished with vitrified tiles.

All Common Areas will be adequately illuminated and the lamp fittings shall be chosen by the Principals.

OTHER FACILITIES :

Telephone line and Television point will be provided in the Drawing Room and bed room of the Said Unit.

Master antenna or Satellite dish will be provided at extra cost.

Sutapa Mondal
Padma Majumder
anibrata pulak Majumder.

Surja Majumder

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by
the **OWNERS** at Kolkata in the
presence of:

Jagadish Bairya
62, S. G. G. Road,
Kolkata - 700031.

Padma Majumder,

Sukanta Mondal

SUVRA MAJUMDER

Banibrata Pulak Majumder,

EXECUTED AND DELIVERED by
the **DEVELOPER** at Kolkata in the
presence of:

Jagadish Bairya

G. G. ENTERPRISE
Nikhil Goenka
Partner

Drafted by me:

M. C. Surana

Advocate

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DATED THIS 14th DAY OF May 2019
=====

BETWEEN

BANIBRATA PULAK MAJUMDER & ORS
... OWNERS

AND

G. G. ENTERPRISE
... DEVELOPER

AGREEMENT

M/S. S. JALAN & COMPANY
SOLICITOR & ADVOCATES,
3RD FLOOR, RIGHT BLOCK
10, OLD POST OFFICE STREET,
KOLKATA - 700 017