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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

X 220952

THIS AGREEMENT made this 28th day of October 2016 **BETWEEN**
SRI SRI ISWAR RADHA MUKUNDA MURARI TRUST, a Devettor Trust of
 90A, Rash Behari Avenue, Kolkata - 700 026, represented by its Managing
 Trustee and Shebayet for the time being, namely **NABA KUMAR SARKAR**,
 son of Late Tulsi Charan Sarkar, residing at 90A, Rash Behari Avenue,

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SRI SRI ISWAR RADHA MUKUNDA MURARI TRUST

✓ Naba Kumar Sarkar
 Managing Trustee

Krishna Sarkar
 Swapna Hazra
 Sonali Hazra
 Santanu Sarkar

✓ Subata Sarkar
 Renu Biswas

for G. G. DEVELOPERS

✓
 V.K. Gaena
 Partner

13780

S. JALAN & CO.
Advocate
10, Old Post Office St.
Kolkata-1

NAME.....
 ADD.....
 Rs.....

26 SEP 2016

S. CHATTERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kol-1

26-SEP-2016
26-SEP-2016

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SRI SRI SIVAR BHADRA MAHARAJA TRUST

Managing Trustee



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Kolkata -700 026, and other Trustees, Shebayets and beneficiaries for the time being namely (1) **SANTANU SARKAR**, son of Late Mihir Kumar Sarkar, (2) **SMT. KRISHNA SARKAR**, daughter of Late Murari Mohan Sarkar, (3) **SMT. SULATA SARKAR**, wife of Late Mihir Kumar Sarkar, all residing at

SRI SRI ISWAR RADHA MUKUNDA MURARI TRUST

Naba Kumar Sarkar
Managing Trustee

for G. G. DEVELOPERS

[Signature]
v.k. Goenka
partner

2 Krishna Sarkar
Swarna Hazra.
Sonali Hazra.
Santanu Sarkar
✓ Sulata Sarkar.
Renu Biswas.

13785

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SMT. SULTANA BAKAR, wife of late Mirza Khan Bakar, all residing at
 (2) SMT. KRISHNA BAKAR, daughter of late Mirza Khan Bakar, (3)
 (1) SMT. SULTANA BAKAR, son of late Mirza Khan Bakar, (2)
 Kolkata - 700 026, and other Trustees, Shchayets and beneficiaries for the

Praveen Kumar
 Smt. Sultana Bakar
 Smt. Krishna Bakar
 Smt. Sultana Bakar
 2/20, Park Road,
 Kolkata - 700 026

Managing Trustee
 Praveen Kumar
 SRI SRI ISWAR RAJAH MUKUNDA MURARI TRUST

Rash Behari Avenue, Kolkata - 700 026, (4) **SMT. SWAPNA HAZRA**, wife of Indra Nath Hazra, residing at 5, Shyamacharan Smrititirtha Road, Behala, Kolkata - 700 053, (5) **SMT. RUNU BISWAS**, wife of Late Asit Biswas, residing at C-31, Chakraborty Para, Kasba, Kolkata - 700107, and (6) **SMT. SONALI HAZRA**, wife of Protap Hazra, residing at 87/2 Kali Kundu Lane, Kadam Tala, Howrah- 711 101, hereafter collectively called "the **OWNER**" (which expression shall include the Said Managing Trustee and/or Trustees and/or Shebayets and/or beneficiaries and each of their respective successors-in-office and/or successive Managing Trustees and Shebayets and/or assigns) of the **ONE PART AND M/S. G. G. DEVELOPERS**, a Partnership Firm, having its Office at 8, Mahanirvan Road, Kolkata - 700 029, represented by its partners for the time being namely, (1) Dilip Goenka and (2) Vinoy Kumar Goenka, hereafter called "the **DEVELOPER**" (which expression shall include its successors-in-interest, nominees and/or assigns) of the **OTHER PART** :

WHEREAS:

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. ALTERNATIVE ACCOMMODATION** shall mean the temporary accommodation, where the Owner Nos. 1 to 4 shall shift during the period such Owners are required to vacate the Premises for the construction of the New Building.
- 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 Buildings;
- 4. COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the Premises;

✓ Naba Kumar Sarkar

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Krishna Sarkar
Swapna Hazra.

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v.k. Goenka

✓ Subata Sarkar.
Renu Biswas.

5. **COMMON PORTION** shall mean all the common areas and installations to comprise in the Premises after the Development;
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 Super Built Up Area in the Premises other than the Owner's Area;
8. **LAND** shall mean the land comprised in the Premises;
9. **NEW BUILDINGS** shall mean such building or blocks of the building to be constructed on the Premises by the Developer in pursuance hereof;
10. **OWNER'S AREA** shall mean 6 (six) numbers of Flats each having Super Built Up Area of 700 (seven Hundred) Square Feet, more or less, preferably comprised in the 2nd and 3rd Floor of the New Buildings (which area includes Puja Room to be provided either in the Ground Floor or in the Roof of the New Buildings) to be provided to Owner **TOGETHER WITH** an undivided proportionate share in the Land and the Common Portion;
11. **PECUNIARY CONSIDERATION** shall mean the sum to be paid by the Developer to Owner as mentioned hereinafter, in addition to the Owner's Area;
12. **PLANS** shall mean the plans of the New Buildings 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 building and other structures and after the demolition of the

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Sulata Sarkar

Renu Biswas

Naba Kumar Acharjya

Sonali Hazra

Krishna Sarkar

Swapna Hazra

V.K. Goenka

existing building, the New Buildings, 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 Premises 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 Up Area of any Unit or Units be in relation to the Super Built Up Area of all the Units in the New Buildings;

16. **SUPER 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 $\frac{1}{2}$ (One-Half) of the area under such wall shall be included in each such Unit;

17. **TENANTS** shall mean the tenants of the Premises, who are occupying the portions of the Premises. The names of the Tenants, rent payable and area occupied by them is mentioned in the **THIRD SCHEDULE** hereto;

18. **UNIT** shall mean any flat, shop, commercial or other covered area in the New Buildings 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 Buildings and shall include the Owner and the Developer for the Units held by them from time to time;

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

✓ Naba Kumar Sarker
Krishna Sarkar
Swapna Hazra

Sonali Hazra.

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V.K. Goenka

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

B. The Owner has represented to the Developer as follows:

1. The Owner is the sole and absolute owner of the entirety of the Premises more fully described in the **FIRST SCHEDULE** hereto, free from all encumbrances.
2. **SAVE** the Tenants, the right, title and interest of the Owner in the Premises is free from all encumbrances whatsoever;
3. **SAVE** the portions occupied by the Tenants, the entirety of the Premises is in khas possession of the Owner;
4. There are no suits, litigations or legal proceedings pending in respect of the Premises or any part thereof;
5. **SAVE** the Owner and the Tenants, no person has any right, title and/or interest of any nature whatsoever in the Premises or any part thereof;
6. The right, title and interest of the Owner in the Premises is free from all encumbrances and the Owner has a marketable title thereto;
7. There are no Thika Tenants on the Premises and the Owner has 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 provisions of the Urban Land (Ceiling and Regulation) Act, 1976 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 Owner;

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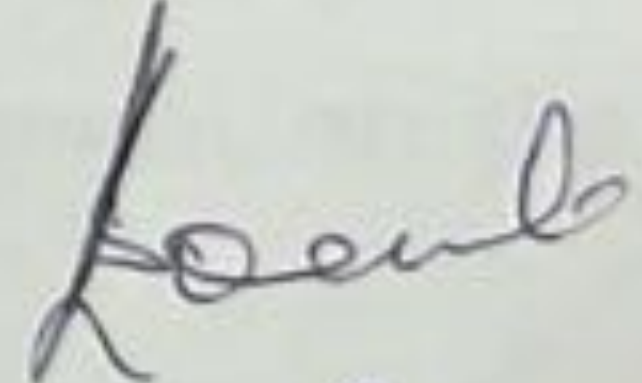
Sabita Sarkar,

Renu Biswas.

Sonali Hazra.

✓ Naba Kumar Ashok

Krishna Sarkar
Swapna Hazra.


V.K. Goenka

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 Owner has not in any way dealt with the Premises whereby the right, title and interest of the Owner 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 Owner shall have no difficulty in obtaining necessary permissions under the provisions of the Indian Trusts Act, 1882 from the competent court of law for transfer of the Developer's Area to the Developer and/or its nominees and/or otherwise in fulfilling its obligations hereunder;

14. The Owner is fully and sufficiently entitled to enter into this Agreement;

15. The Owner shall have no difficulty in meeting all its obligations herein and delivering vacant and peaceful possession of the entirety of the Premises for the purpose of the Project;

C. The representations of the Owner mentioned hereinabove are hereafter collectively called "the **SAID REPRESENTATIONS**" and the Owner confirms that the Said Representations are true and correct;

D. Relying on the Said Representations of the Owner, the Developer has agreed to develop the Premises, to complete the Project, pay the monies and do the works as on the terms mentioned hereunder;

NOW IT IS HEREBY AGREED AND DECLARED:

1. The Owner has appointed the Developer as the developer of the Premises and the Developer has accepted such appointment on the terms and conditions hereunder contained.

2. The development of the Premises will be in the following manner:

Naba Kumar Das
Krishna Sarkar
Swarna Hazra

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a) The Developer shall pay to the Owner the sum of Rs.8,00,000/- (Rupees Eight Lac) only as Pecuniary Consideration in the following manner:

i) At or before execution hereof, the sum of Rs.1,00,000/- (Rupees One Lac) only, receipt whereof the Owner doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and which amount shall be utilized by the Owner for obtaining necessary permissions under the provisions of the Indian Trusts Act, 1882 from the competent court of law for sale and/or transfer of Premises and/or part or portions thereof in terms of this Agreement and also for paying and clearing outstanding municipal rates of Taxes of the Corporation, if any;

ii) The balance sum of Rs.7,00,000/- (Rupees seven Lac) only shall be paid by the Developer within 10 (Ten) days from the sanction of Plans for the New Building and after obtaining necessary permissions under the provisions of the Indian Trusts Act, 1882 from the competent court of law for sale and/or transfer of Premises in terms of this Agreement and after receiving peaceful, vacant and khas possession of the entirety of the Premises after causing the Tenants vacated from the Premises, in the manner mentioned hereafter;

b) Simultaneously with the execution hereof, the Owner shall hand over the photocopies of all original documents of title and other papers relating to the Premises to the Developer. But as and when required by the Developer, the Owner shall be bound to produce the originals of such documents of titles and other papers before any person or authorities. Upon sanction of the Plans, the Owner shall hand over the Original documents of title and other papers to the Developer, against its accountable receipt. Upon completion of the Project, the Developer shall hand over the Original Documents of title and other papers, as aforesaid, to the Association of the Unit Owners;

✓ Naba Kumar Sarkar

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Swapna Hazra.

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- h) At any time hereafter, the Developer shall, at its own costs and expenses, obtain necessary clearance under the under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976;
- i) Within 1 (One) month from (1) mutation of the Premises in the records of the Corporation in the manner mentioned in Clause 2(e) hereinabove, (2) obtaining necessary permission under the provisions of the Indian Trusts Act, 1882 the competent court of law for sale and/or transfer of the Premises and/or part or portions thereof in the manner mentioned in Clause 2(d) as aforesaid and (3) the vacating of the Tenants in the manner mentioned in Clause 5 hereunder, 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;

- j) **SUBJECT TO** force majeure and reasons beyond the control of the Developer, maximum within 36 (Thirty six) months from the date of commencement of the Construction work, the Developer shall, at its own costs and expenses, complete the Project by constructing the New Buildings and shall deliver possession of the entirety of the Owner's Area to the Owner in a tenantable condition, as per the particulars mentioned in the **SECOND SCHEDULE** hereto, with such reasonable changes as be advised by the Architects **SUBJECT TO** the Owner meeting all its obligations hereunder;

- k) The New Buildings shall be either for residential and/or commercial purposes as may be decided by the Developer at its sole discretion;

3. The Owner doth hereby give its 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.

4. In connection with the Alternative Accommodation, it is agreed and clarified as follows:

✓ Naba Kumar Arakas

Sonali Hazra.

Krishna Sarkar
Swapna Hazra

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- c) The Owner shall comply with all requisitions that may be made by the Advocates for establishing the title of the Owner to the Premises and shall make out a marketable title but notwithstanding the same, the Owner shall remain liable to rectify all latent defects in the title, at its own costs and expenses.
- d) Within 15 (Fifteen) days from the date hereof, the Owner shall, at its own costs and expenses, apply and shall obtain necessary permissions under the provisions of the Indian Trusts Act, 1882 from the competent court of law for sale and/or transfer of the Premises and/or part or portions thereof to the Unit Owners and also the Developer's Area in the New Buildings in terms of this Agreement, as soon as possible;

Santanu Sarkar
e)

At any time hereafter, the Owner shall, at its own costs and expenses, cause its name mutated as the owner of the Premises after paying all arrears Municipal Rates and Taxes;

Sulata Sarkar
f)
Renu Biswas

Simultaneously with the execution hereof, the Owner has delivered to the Developer the possession of the portions of the Premises under its possession and the notional possession of the portions of the Premises under the occupation of the Tenants, in part performance of this Agreement and any time hereafter the Developer shall be entitled to enter upon the Premises, do soil testing and all other works as may be necessary for the commencement of the construction work;

- g) The Developer shall, under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 get the Project registered and shall obtain permission for construction of the New Buildings under the provisions of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, if necessary and the Owner shall execute all necessary papers and documents as may be required by the Developer therefore;

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- (i) Within 15 (fifteen) days from the date of sanction of the Plans, the Owner Nos. 1 to 4 shall shift to the Alternative Accommodation, which shall be in the form of a rented flats and shall occupy the same till such time the Developer delivers possession of the Owner's Area to the Owner or such portion thereof and immediately upon Developer offering to deliver possession thereof, they shall vacate the Alternative Accommodation and forthwith shift to the Owner's Area and/or such part thereof;
- (ii) The rent of the Alternative Accommodation shall be paid by the Owner Nos. 1 to 4 and the electricity charges and outgoings shall be borne and paid by the Owner Nos. 1 to 4 and the Developer shall pay a fixed sum of Rs.20,000/- (Rupees Twenty thousand) only per month towards the reimbursement of such rent and expenses.
- (iii) In case the Owner Nos. 1 to 4 fail to vacate the Alternative Accommodation even after the Developer offers to deliver possession of the Owner's Area to Owner, then the Developer shall cease to become liable for paying the said sum of Rs.20,000/- (Rupees Twenty thousand) only towards the rent and expenses of the Alternative Accommodation, as aforesaid and all consequences thereof shall be for and to the account of the Owner Nos. 1 to 4.
- (iv) The tenancy of the Alternative Accommodation shall at the option of the Developer, be in the name of the Developer or the Owner. In case the same is in the name of the Developer, the Owner shall occupy it as the licensee of the Developer.
- (v) All costs of shifting to and from the Alternative Accommodation shall be borne and paid by the Owner Nos. 1 to 4 and the Developer shall have no concern or connection therewith.

5. In connection with the Tenants, it is clarified as follows:

- (i) At any time hereafter, the Developer shall be entitled to negotiate with the Tenants to cause them vacated the portions of the Premises occupied by them at its own costs and expenses

✓ Naba Kumar Acharya
Krishna Sarkar
Swapna Hazra

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and to receive and hold possession of the such vacated portion directly from the Tenants, in part performance of this Agreement.

- (ii) In case any Tenant require to provide certain Unit or areas in the New buildings, then such area shall be provided by the Developer out of the Developer's Area in the Premises;

6. Upon receiving the vacant possession of the Premises, as aforesaid, the Developer shall be entitled to occupy and use the entirety 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 Premises 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.

7. In connection with the aforesaid, it is agreed and clarified as follows:

- a) The Plans for the New Buildings shall be got prepared by the Architects and shall be submitted to the Corporation for necessary sanction in the name of the Owner 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 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 Owner's Area is concerned, such changes shall be made only upon intimation to and approval of the Owner;
- b) In case it be required to pay any outstanding dues to the Corporation or any other outgoings and liabilities in respect of the Premises till the date of commencement of the Project, the same shall be on account of the Owner and the Developer shall be liable for the subsequent period, if any;
- c) Upon being inducted into 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 Premises at its costs and expenses;

✓ Nabu Kumar Arora

Sonali Hazra.

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Krishna Sarkar
Swapna Hazra

- d) Upon receiving the vacant and peaceful possession of the entirety of the Premises from the Owner, the Developer shall be entitled to demolish the existing structures of the Premises and thereafter commence the construction of the New Buildings.
- e) The Developer shall be at liberty to utilise the debris of the existing buildings and structures on the Premises and/or the proceeds thereof; and
- f) All costs, charges and expenses for preparation and sanction of the Plans and construction of the New Buildings and/or development of the Premises shall be borne and paid by the Developer exclusively;

8. Before submissions of the Plans, the respective areas of the parties hereto shall be demarcated in the copy of the Plans.

9. The Owner will be entitled to the Owner's 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 Buildings shall belong to the Developer.

9.1 The Owner's Area shall be constructed by the Developer for and on behalf of the Owner and/or its nominees as per the specifications mentioned in the **SECOND SCHEDULE** hereto. The rest of the New Buildings shall be constructed by the Developer for and on behalf of itself and/or its nominee or nominees.

9.2 The Developer shall be entitled absolutely to its area and shall be at liberty to deal therewith in any manner they deem fit and proper including to sale and/or transfer and/or lease.

10. The Owner shall, from time to time, sell and convey to the Developer and/or its nominees, the undivided proportionate share in the Land contained in the Premises appurtenant to the Developer's Area in the New Buildings. The consideration for such conveyance shall be the cost of construction of the Owner's Area and the Pecuniary Consideration and no other amount shall be payable to the Owner. The cost of preparation, stamping and registration of the Conveyances shall be borne and paid by the Transferee. The Owner shall sign all papers and documents necessary for procuring all consents and/or

Naba Kumar Sarkar

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Swapna Hazra.

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permissions as be required for completion of such transfer, but the same shall be obtained at the cost of the Developer.

11. It is further clarified as follows:

- a) The Owner 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 Owner by the Developer;
- b) Upon completion of the New Buildings, from time to time on the Premises, 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 Owner and the Developer and/or its transferees, shall comply with the said rules and/or regulations and shall 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 Company for the Common Purposes and the Unit Owners shall be made the owners 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 or Company;
- d) If so required by the Developer, the Owner 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;
- e) The Developer shall keep the Owner 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

✓ Naba Kumar ~~Arora~~
Krishna Sarkar
Swarna Hazra.

Sonali Hazra.

✓ ~~Arora~~
V.K. Goenka

Buildings including claims by the owner 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
- (iv) any action taken by the Corporation and/or any other authority for any illegal or faulty construction or otherwise of the New Buildings;

12. The New Buildings shall have such name as decided by the Developer of the New Buildings and the said name shall be displayed at the site and on the New Buildings when completed.

13. 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 Buildings. The Owner confirms that they shall not any objection or hindrance to the same. The Owner shall not be entitled to any portion comprised in such additional stories.

13.1 It is clarified that in case of any additional construction is done by the Developer after obtaining the Sanction Plans, as aforesaid, than the Developer shall be solely liable for such construction work and shall pay all regularization charges and additional sanction fees to the Corporation and the Owner shall not be in any way liable for any costs and/or any litigation arising out of such construction work.

14. Simultaneously with the execution hereof, the Owner shall grant to the Developer and its nominees a Power of Attorney authorising the Developer to do all acts as be necessary for the Project and/or in pursuance hereof and/or on behalf of the Owner including authorising the Developer to do the various works envisaged hereunder, for obtaining permission under the Indian Trusts Act, sanction of the Plans, dealing with the Tenants and also for entering

Naba Kumar Acharya

Sonali Hazra.

Krishna Sarkar
Swapna Hazra

V.K. Jaenki

into agreements for sale, conveyances and construction of the New Buildings and/or portions thereof (excluding the Owner's Area) and receiving all amounts in pursuance thereof without making liable therefor to the Owner.

14.1 The Developer shall indemnify and keep the Owner 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;

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

14.3 The Owner 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.

15. 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 extended for 6 (Six) months or for such period as may be mutually agreed upon by the parties hereto.

16. In case any outgoings or encumbrances be found on the Premises till the date of completion of the Project in terms hereof, then the Owner shall be liable to remove the same at its own costs. In case the Owner does not, then the Developer shall be entitled to do so and recover the costs from the Owner;

17. In case the Developer fails to deliver the Owner's Area to the Owner within the time stipulated in Clause 2(j) hereinabove with a grace period of 6 (six) months, in such event the Developer shall be liable to pay to Owner a liquidated damages @ Rs.2,000/- (Rupees Two Thousand) only per month for period of delay .

18. In case the Owner defaults in fulfilling its obligations hereunder, alleging that the inability has arisen for reasons beyond control

Naba Kumar Sarker

Sonali Hazra.

*Krishna Sarker
Swapna Hazra*

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V.K. Goenka*

and/or otherwise, then and in such event, the Developer shall be entitled to note all the particulars of such reasons and with intimation to the owner entitled to deal therewith and to have such reasons or obstructions removed and obtain permissions, negotiate with the authorities, State Government, trespassers, claimants, Co-owners and all other persons in connection therewith. The Developer shall have the authority to do so on behalf of the Owner and realise the reasonable costs and expenses related thereto from the Owner and the Owner 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 paid, spent and/or incurred, including the amount paid towards the Pecuniary Consideration, in pursuance of this Agreement **TOGETHER WITH** interest accrued thereon @ 15% (Fifteen Percent) per annum from the date of payment and/or expenditure till the date of refund from the Owner.

19. 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.

20. In case the Owner fails to obtain any clearance and/or permissions necessary for the Project, if any then and in such even, the Developer shall be at liberty to make the necessary efforts in that regard for and on behalf of the Owner and at the Owner's cost and expenses.

21. In case of any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement, the Parties shall attempt to settle any such disputes, by way of negotiation to reach a just and equitable settlement satisfactory to both Parties within 30 days from the date of initiation of such negotiation.

21.1 In case the parties fails to reach settlement, the Disputes shall be referred to arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

Haba Kumar Sarkar

Sonali Hazra.

Krishna Sarkar

Swapna Hazra.

V.K. Gaena

21.2 It has been agreed between the Parties that the Arbitration Tribunal shall consist of such person as be decided/nominated by Mr. Mahendra Kumar Surana, Advocate, of M/s. S. Jalan & Company, Advocates of 1st Floor, 10, Old Post Office Street, Kolkata-700001.

21.3 It has been agreed that the place of arbitration shall be Kolkata only, the arbitration shall be in English language, the Arbitration Tribunal shall be entitled to give interim awards/directions, the Arbitration Tribunal shall be entitled to follow an informal procedure avoiding all rules relating to procedure and evidence as are expressly avoidable under the law, the arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings and the directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

Santanu Sarkar
21.4 All disputes *inter se* between the Owners in respect of any aspect or issue arising out of this Agreement shall be resolved in the same manner through arbitration as mentioned in Clauses 21.1, 21.2 and 21.3 above, *mutatis mutandis* excepting that the Arbitration Tribunal shall consist of a Sole Arbitrator to be mutually appointed by all the Owners.

Subata Sarkar.
Renu Biswas.
21.5 The Owners and each of them confirm, assure and undertake to the Developer that any dispute *inter se* between the Trustees and/or Beneficiary of the Owner being a Devettor Trust shall not in any way affect this Agreement and/or the development of the Premises in terms hereof. The Owners shall take particular care to ensure that such disputes do not adversely affect or interfere with the construction of the Said New building and the sale of the Units.

21.6 In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Premises and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Naba Kumar Sarkar

Krushna Sarkar
Swapna Hazra
Sonali Hazra.

Kaulo
V.K. Goenk

**THE FIRST SCHEDULE:
(The Premises)**

ALL THAT 2 (two) storied brick built dwelling house and other structures **TOGETHER WITH** the piece or parcel of land thereunto belonging, whereupon or a part whereof the same are erect and built admeasuring 6 (six) Cottahs 2 (two) Chittacks and 22 (twenty two) Square Feet, more or less, being Municipal Premises No.90A, Rash Behari Avenue, Kolkata - 700 026 within Police Station Tollygunge, within the Office of the Additional District Sub-Registrar, Alipore, District South 24-Parganas, within Ward No. 87 of the Calcutta Municipal Corporation and the Premises is delineated and demarcated in the Plan or Map annexed hereto and bordered with colour "**RED**" thereon and the same is butted and bounded as follows:

ON THE NORTH : By Road Rash Behari Avenue;
ON THE EAST : By Road 12' Rash Behari Avenue;
Lantane Sarkar **ON THE SOUTH** : By 90B and 90C, Rash Behari Avenue;
ON THE WEST : By 88/1B Rash Behari Avenue;

Sulata Sarkar,

Rune Biswas.

**THE SECOND SCHEDULE
(Specification of the Owner's Area)**

BRICK WORK: External Wall: 200 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 underlaid 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.

Naba Kumar Anker
Krishna Sarkar
Swarna Hazra

Sonali Hazra.

V.K. Goenka

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: Balcony will be 3' (Three Feet) height covered by grill with square mild steel section (12mm x 12mm) closely spaced (minimum 4" c/c). Two gates (8'x6' high each).

FLOORING: Staircase, lobbies, all rooms balconies and bath room will be finished with white Bansora/Marwar marble tiles (3'x2'/2'x2' - 20 mm thick) as selected by the Contractor. 2 Bathroom walls will have dado up to 6' (Six Feet) with coloured ceramic tiles. Living Room, Dining and Bed Rooms flooring will be of marble Choka.

WINDOWS: Aluminum window with Grill fitted inside the frame.

Santanu Sarkar
WOODEN WORK: Door frames will be made of very good quality Siliguri Sal Wood. 35 mm thick flush door, well framed by very good quality Flash Door, Five levers lock for rooms and 7 levers Godrej lock for main door of each flat will be provided. Brass handles, brass door closer, brass tower bolt will be provided. Main door of the Units will be of 35 mm thick flash door.

Sulata Sarkar
Renu Biswas
STAIR CASE: Will be finished with 20 mm thick good quality marble (Bansora/Marwar) and with square bar and grill railing.

DRAINAGE: Necessary water drainage connection as per Calcutta Municipal Corporation requirement (as per approved drawing) with very good quality material as 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 flooring 37.5 mm thick concrete (1:2:4) under laid 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:

- Tap Shower with mixing arrangements of "Essco" Deluxe.
- White Hindustan/Pariware wash basin (20").

Naba Kumar Sarkar

Sonali Hazra

V.K. Goenka

Krishna Sarkar
Swarna Hazra

- c) White Anglo Indian type/western water closet of Hindustan/ Pariware. Basin and water closet will be of porcelain of Hindustan/ Pariware brand.
- d) Concealed hot and cold water pipe line with G.I. pipes. All the items will be chosen mutually.

KITCHEN: Kitchen Platform (2'x5') with granite (black) slab as approved by the Principals will be provided. Walls will have up to 2' high ceramic tiles. Floor will be of marble. 40" Marble Sink of very good quality with drain board as mutually finalised.

ROOF TREATMENT: Roof treatment crazy mosaic will be provided in the roof. Treatment and provision for roof garden will be made, if allowed. Pergolas will be made if allowed.

WATER SUPPLY: Motors of required HP will be provided at extra cost. G.I. pipes will be used for tube well. RCC underground reservoir partitioned with twin chambers will be made. All pipes for lifting and distributing water will be of GI Pipes. RCC over head tank of adequate capacity will be provided.

ELECTRICAL POINTS FITTINGS: Concealed P.V.C. conduits, very good quality I.S.I. Standard copper wire will be provided.

Separate meter for the Principal as well as for common use will be provided at extra cost.

Bed rooms points - 3 lights, 1 fan, and one 5 amp plug and one 15 amp. Plug.

Living cum Dining - 3 lights, 2 fans, one 5 amp Plug and one 15 amp plug.

Kitchen - 1 light, 1 Exhaust fan and one 15 amp plug.

Toilet - 1 light point, 1 Exhaust fan, one 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.

Semi automatic, multi-speed, polished wooden interior 4 (Four) passenger lift of Adams brand will be provided.

Naba Kumar Sarkar
Krishna Sarkar
Swapna Hazra

Sonali Hazra.

Sankar
V.K. Jaiswal

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 fascia in each floor will be finished with granite/marble slabs/heritage

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).

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

OTHER FACILITIES: Telephone line and Television point will be provided in the Drawing Room and Master bed room of the Said Unit. Master antenna or Satellite dish will be provided at extra cost. Intercom connection and equipment will be provided for the Said Unit at extra cost and the Main Console will remain in the Ground Floor reception counter.

**THE THIRD SCHEDULE:
(The details of the Tenants)**

Sl. NO.	NAME	RENT (Rs./PM)	AREA OCCUPIED
1.	Sushil Kumar Das	200/-	3 room, Kitchen, Toilet
2.	Madan Das	30/-	1 tin room, Kitchen, Toilet
3.	Rabindralal Sharma	200/-	4 room, Kitchen, Toilet
4.	Krishna Ch. Sarkar	8/-	Shop 50 sqft
5.	Dipak Kr. Sarkar	200/-	Shop 96 sqft
6.	M/s. Priti Stores	200/-	Shop 20 sqft
7.	Ajay Dey	200/-	Shop 48 sqft
8.	Binapani Watch (Naru Das)	100/-	Shop 52 sqft
9.	Ambika Jewellers (Narayan Karmakar) (Gobinda Ch. Karmakar)	200/-	Shop 120 sqft
10.	M/s. A.P. Enterprises	200/-	Shop 120 sqft
11.	Tarque Test	8/-	Shop 90 sqft
12.	Shankha Ghosh	900/-	Two rooms, Kitchen, common bath

Lantana Sarkar

Sonali Hazra.

Sulata Sarkar

Renu Biswas.

Naba Kumar Sarkar

Krishna Sarkar

V.K. Goenka

Swapna Hazra.

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

EXECUTED AND DELIVERED by the OWNER at Kolkata in the presence of:

AJIT GUPTA
16/3C, DOVER TERRACE
KOLKATA - 700019

Jagadish Baidya
62, S. G. B. Road
Kolkata - 700031

SRI SRI ISWAR RADHA MUKUNDA MURAR TRUST

Nalea Kumar Sarkar
Managing Trustee

Lantana Sarkar
Krishna Sarkar

Swarna Hazra
Sonali Hazra.

✓ Subata Sarkar.
Rumee Biswas.

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

AJIT GUPTA
Jagadish Baidya

for G. G. DEVELOPERS
Lalit Goenka
partner

for G. G. DEVELOPERS
Vinay Kumar Goenka
partner

RECEIPT AND MEMO-OF-CONSIDERATION

RECEIVED with thanks from the within mentioned Developer the within mentioned sum of Rs.1,00,000/- (Rupees One Lac) only towards the part payment of the Pecuniary Consideration in terms of Clause 2(a) (i) mentioned hereinabove in the following manner:

Cheque No.	Date	Banker	Amount (Rs.)
012313	28/10/16	Allahabad Bank R.B. Avenue Br.	1,00,000/-

✓ Subota Sarkar,
Lantana Sarkar
Krishna Sarkar
Swarna Hazra
Sonali Hazra.

WITNESSES:

Ajit Gupta.

Jagdish Baidya

SRI SRI ISWAR RADHA MUKUNDA MUGAR TRUST

Nalini Kumar Mukherjee

Managing Trustee

Renu Biswas.

=====
DATED THIS 28th DAY OF Oct , 2016
=====

BETWEEN

SRI SRI ISWAR RADHA MUKUNDA
MURARI TRUST

AND

M/S. G. G. DEVELOPERS

AGREEMENT

M/S. S. JALAN & COMPANY
SOLICITORS, ROOM NO.40A,
1ST FLOOR, RIGHT BLOCK
10, OLD POST OFFICE STREET,
KOLKATA - 700 001