

RP-10309.

20

T-8426/14



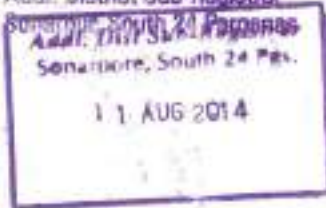
2/6/14

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

certified that the document is admitted to registration. The Signature sheet and the encasement sheets attached with this document are the part of this document.

B 237255

Add. District Sub-Registrar
Sonaikere, South 24 P.S.



V.E. No. 1328 A
RP-10309/14

: AGREEMENT FOR DEVELOPMENT :

THIS AGREEMENT FOR DEVELOPMENT is made on this 9th day of August, 2014 (Two Thousand and Fourteen) A. D.

: By and Between :

Contd to Page No-2

781

05/08/14

5000/-

নাম
করিষ্যকর

কেন্দ্র Kedar Nath Bose

সংখ্যা

Boral, Sonarpur; KOL-154

শ্রীযুক্ত কুমার সরকার
স্ট্যাম্প ডেপুটি
সোনালপুর জি.এস.আর অফিস
মহিলা ২৪ পরগনা

Kedar nath Bose.

3037

Kedar nath Bose

3042

Aparna Roy.

3043

Bodima Roy Roy



Addl. Dist Sub-Registrar
Sonarpur, South 24 Pgs.
11 AUG 2014

Kental Bose
P.O. No: Kedar nath Bose
Boral
Kal - 700 154

(1) **MR. KEDAR NATH BOSE**, son of Late Moni Mohan Bose, by faith Hindu, by occupation retired, residing at Boral, P.O. Boral, P.S. Sonarpur, Kolkata - 700 154, Form 60 ; (2) **MRS. CHAMELI BOSE**, wife of Late Swapan Kumar Bose, by faith Hindu, by occupation Housewife, residing at Boral, Majherpara, P.O. Boral, P.S. Sonarpur, Kolkata - 700 154, **PAN No.BXYPB7573H**; (3) **MR. SOUMITRA BOSE**, son of Late Swapan Kumar Bose, by faith Hindu, by occupation Self - Employed, residing at Boral, Majherpara P.O. Boral, P.S. Sonarpur, Kolkata - 700 154, **PAN No.AMZPB8918K**; (4) **MRS. SOMA DATTA**, wife of Mr. Debkumar Datta and also daughter of Late Swapan Kumar Bose, by faith Hindu, by occupation Service, residing at 2/135, Sree Colony, Kolkata - 700 092, West Bengal **PAN No.AKTPD0623P** , (5) **MRS. APARNA ROY** wife of Mr. Asit Baran Roy, also daughter of Late Tu'lsi Charan Bose by faith Hindu, by occupation Housewife, residing at 65A, Sarat Ghosh Garden Road, Kolkata, West Bengal, **PAN No. AXRPR2579K** (6) **MRS. PRATIMA ROY CHOWDHURY** wife of Late Patit Paban Roy Chowdhury also daughter of Late Tulsī Charan Bose, by faith Hindu, by occupation Housewife, residing at 17N, Kalipada Roy Lane, Kasba, Kolkata - 700 031, West Bengal, Form 60 (7) **MR. BIJOY GHOSH**, son of Late Lal Mohan Ghosh, by faith Hindu, by occupation Business, residing at C/9 Raj Narayan Park, Boral, P.S. Sonarpur, Kolkata - 700 154, **PAN ADYPG4138B** hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND PACIFIC CONSTRUCTIONS**, a company duly incorporated under the Companies Act, 1956 and having its registered office at 395, Boral Main Road, Rangkal, P.O-Boral, P.S- Sonarpur, Dist:- 24 Parganas (S), having its **PAN NO. ADYPG4183B**, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in interest and assigns) of the **OTHER PART**.

WHEREAS:

- (1) One Joy Gopal Bose, Ram Gopal Bose, Nitya Gopal Bose, Chandra Kumar Bose, Jogendra Nath Bose and Kali Prassana Bose were the joint Owners in respect their respective shares in land measuring about 2.14 acres lying and situated at in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219, in R.S. Dag Nos.597, 598, 599, 600, 601, 602, 603, 604, 605, 606,607, 608, 609, 610, 611 within District South 24 Paganas, Sub Registry Baruipore, then under Gram



Addl. Dist Sub-Registrar
Senaripeta, South 24 Parg.

11 AUG 2014

Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipality.

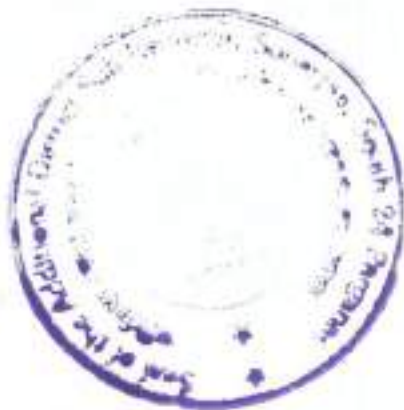
- (2) That said Joy Gopal Bose died intestate leaving behind his three sons namely Lalit Mohan Bose, Moni Mohan Bose and Tulsi Charan Bose, and it is pertinent to mention that the wife of said Joy Gopal Bose predeceased her husband. After the death of said Joy Gopal Bose, his sons namely Lalit Mohan Bose, Moni Mohan Bose and Tulsi Charan Bose became the joint owners in respect of the share left by said Joy Gopal Bose in the above mentioned property.
- (3) Thereafter said Lalit Mohan Bose, son of Late Joy Gopal Bose died intestate on 8th November 1974 leaving behind his only son Swapan Kumar Bose as his sole legal heir and wife of said Lalit Mohan Bose predeceased her husband and said Swapan Kumar Bose died intestate on 7th January 2014 leaving behind his wife Mrs. Chameli Bose and one son namely Mr. Soumitra Bose and daughter Mrs. Soma Datta wife of Mr. Deb Kumar Datta as his sole legal heirs in respect of his share which he has derived from his father.
- (4) That said Moni Mohan Bose son of Late Joy Gopal Bose died intestate leaving behind his two sons namely Kedar Nath Bose and Jagadish Bose, as his sole legal heirs, it is to be noted here that wife Late Moni Mohan Bose had also predeceased her husband. It is also to be mentioned here that said Jagadish Bose died at the age of eight years, so said Kedar Nath Bose became the sole legal heir in respect of the share of his father Moni Mohan Bose since deceased.
- (5) That another son of Late Joy Gopal Bose, Tulsi Charan Bose also died intestate leaving behind his two daughters namely Aparna Roy, wife of Asit Baran Roy and Pratima Roy Chowdhury wife of Late Patit Paban Roy Chowdhury as his sole legal heirs and it is pertinent to mention here that wife of said Tulsi Charan also predeceased her husband and these two daughters became the joint owners in respect of his father's share.
- (6) That Ram Gopal Bose, co-owner of the land mentioned above also died intestate leaving behind his two sons namely Mon Mohan Bose and Satish Chandra Bose @ Krishna Mohan Bose, and the wife of Ram Gopal Bose also predeceased her husband and said Mon Mohan Bose died intestate leaving



Adl. Dist Sub-Registrar
Sonarpote, South 24 Pgs.
11 AUG 2014

behind his four sons namely Siddheshwar Bose, Parameshwar Bose, Saileshwar Bose and Ratneshwar Bose, the Donor no. 1 to 4 herein. It is also to be mentioned here that wife of said Mon Mohan Bose also predeceased her husband and another son of said Ram Gopal Bose, since deceased Satish Chandra Bose @ Krishna Mohan Bose died intestate leaving behind his three sons namely, Samir Bose, Sudhir Bose, Mridul Bose and Jaya Dutta, Donor ns. 5 to 8 herein. It is pertinent to mention here that the wife of said Satish Chandra Bose @ Krishna Mohan Bose, since deceased also predeceased her husband.

- (7) That one Nitya Gopal Bose another joint owner of the land mentioned died intestate leaving behind his only son Jiban Krishna Bose and after his death the Jiban Krishna Bose became the absolute owner in respect of his father's share in the abovementioned land as his mother predeceased her father but said Jiban Krishna was unmarried and he died intestate many years ago and after his death his share which he derived from his father devolved upon said Lalit Mohan Bose, Moni Mohan Bose, Mon Mohan Bose, Tulsi Charan Bose and Satish Chandra Bose.
- (8) That by virtue of a registered deed of Partition dated 22nd June 2013 registered before the District Sub Registrar IV, South 24 Parganas, recorded in Book No.I, CD Volume No.31, Page from 1091 to 1144 being No. 05923 for the year 2013, Mr. Siddheshwar Bose, Mr. Parameshwar Bose, Mr. Saileshwar Bose, Mr. Ratneshwar Bose, Mr. Samir Bose, Mr. Sudhir Bose, Mr. Mridul Bose, Mrs. Jaya Dutta (Donors herein), Mr. Kedar Nath Bose, Mrs. Aparna Roy, Mrs. Pratima Roy Chowdhury, Mr. Swapan Kumar Bose, since deceased along with the other co owners mentioned therein divided the said property and jointly became the owners of all that piece and parcel of danga and Sali land measuring about 7541 sq.ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) and in R.S. Dag no.603 land measuring about 4914 sq.ft. totaling 12455 sq.ft. more or less equivalent to 17 cotthas 4 chittaks 35sq.ft. in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipaity morefully described in the "KHA" schedule of the said Deed of Partition and morefully described in the **FIRST SCHEDULE** mentioned hereinbelow.



Adl. Dist Sub-Registrar
Chennai, South 24 Pg.
11 AUG 2014

(9) By virtue of a registered Deed of Gift dated 1st day of June 2014 registered before the Additional District Sub Registrar, Sonarpur, recorded in Book No. I, CD Volume No.11, Pages from 5273 to 5300, being No. 05679 for the year 2014, said Mr. Siddheshwar Bose, Mr. Parameshwar Bose, Mr. Saileshwar Bose, Mr. Ratneshwar Bose, Mr. Samir Bose, Mr. Sudhir Bose, Mr. Mridul Bose, Mrs. Jaya Dutta, the Donors therein have transferred the their shares mentioned herein below in favour of Mr. Kedar Nath Bose, Mrs. Aparna Roy, Mrs. Pratima Roy Chowdhury, Mrs. Chameli Bose, Mr. Soumitra Bose and Mrs. Soma Datta, the Owners herein, in respect of the danga land measuring about 7541 sq.ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan; now under ward no. 34 of Rajpur Sonarpur Municipality, more-fully described in the **SECOND SCHEDULE** herein below.

Details of the Donors	Mr. Kedar Nath Bose	Chameli Bose, Soumitra Bose & Soma Datta	Aparna Roy & Pratima Roy Chowdhury
Mr. Siddheshwar Bose, Mr. Parameshwar Bose, Mr. Saileshwar Bose, Mr. Ratneshwar Bose	430.42 sq. ft	1024.41 sq. ft.	430.42 sq. ft
Mr. Samir Bose, Mr. Sudhir Bose, Mr. Mridul Bose, Mrs. Jaya Dutta	49.75 sq. ft.	49.75 sq. ft.	49.75 sq. ft.

(10) Now Mr. Kedar Nath Bose, one of the Owner herein by virtue of the said Deed of Gift and the said Partition deed absolutely seized and possessed in respect of undivided and undemarcated all that piece and parcel of the danga land measuring an area of 1737 sq.ft more or less equivalent to 2 Cotthas 6 Chittaks 27 Sq.ft. in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in



Adtl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199, R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipaity, morefully described in the **Part I** of the **SECOND SCHEDULE** herein below.

- (11) Now Mrs. Chameli Bose, Mr. Soumitra Bose & Mrs. Soma Datta the Owners herein jointly by virtue of the said Deed of Gift and the said Partition deed absolutely seized and possessed in respect of undivided and undemarcated all that piece and parcel of the danga land measuring an area of 2331 sq.ft more or less equivalent to 3 Cotthas 3 Chittaks 36 Sq.ft. together with one brick built residential house standing thereon in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199, R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipaity, morefully described in the **Part II** of the **SECOND SCHEDULE** herein below.
- (12) Now Mrs. Aparna Roy and Mrs. Pratima Roy Chowdhury, the Owners herein jointly by virtue of the said Deed of Gift and the said Partition deed absolutely seized and possessed in respect of undivided and undemarcated all that piece and parcel of the danga land measuring an area of 1737 sq.ft more or less equivalent to 2 Cotthas 6 Chittaks 27 Sq.ft. in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199, R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipaity, morefully described in the **Part III** of the **SECOND SCHEDULE** herein below.
- (13) By virtue of a registered deed of Conveyance dated 1st day of June 2014, registered before the Additional District Sub Registrar, Sonarpur, recorded in Book No. I, CD Volume No.11, Pages from 6237 to 6259, being No. 05681 for the year 2014 said Mr. Samir Bose, Mr. Sudhir Bose, Mr. Mridul Bose, Mrs. Jaya Dutta the Owners therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of



Add. Dist Sub-Registrar
Sonarpote, South 24 Pns.

11 AUG 2014

Mr. Bijoy Ghosh, one of the Owner herein All that piece and parcel of danga land with brick built structure containing an area 1736 sq.ft. more or less equivalent to 2 Cottha 6 Chitaks 27 sq.ft. in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, now A.D.S.R. Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipaity morefully described in the **Part IV** of the **SECOND SCHEDULE** herein below.

- (14) On or before the execution of these presents, the Owners herein have jointly assured and represented to the Developer as follows:
- a. The Owners are absolute Owners of the said property mentioned in First Schedule mentioned herein below and have a marketable title in respect thereof and apart from the Owners herein, there are no other Owners and/or any other persons having any type of rights, title interest over the said property.
 - b. The Owners have been paying all the rates and taxes to the appropriate authorities and shall continue to pay the same till the vacant and peaceful possession of the said property be handed over to the Developer after clearing all dues, unpaid taxes on the land and/or building, if any.
 - c. The Owners are not restrained by any order from any Court in entering into this agreement with the Developer to develop the said property.
 - d. The said property is free from all encumbrances and there is no Agreement for sale, transfer or development and Memo of Understanding pending with any other person or persons against whole, part or portion of the said property.



✓

Addl. Dist. Sub-Registrar
Sonarpur, South 24 Parg.
11 AUG 2014

- e. The said property or any part or portion thereof is not affected by notice of requisition and/or acquisition and no case is pending against the said property in any Court of law.
- F. The Developer has represented that he is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- G. The Owners have decided to develop the Said property and pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said property by constructing the New Building(s) (hereinafter referred to as the **Project**).
- H. After numerous meetings and discussions it was agreed by and between the parties hereto that the Owners shall grant, permit and authorize the Developer and that the Developer shall have all the rights, power and authority to develop the said property by constructing buildings thereto at his own costs and expenses.
- I. Pursuant to the above and relying on the representations made by the Parties to each other as stated above, the final terms and conditions agreed between the parties herein are being recorded by this Agreement.



Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

1. **DEFINITIONS:**

Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings :-

ARCHITECT - shall mean such person or persons who may be appointed by the Developer as the Architect for the Project.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any registered Association formed under the West Bengal Apartment Ownership Act, 1972 or any Syndicate or a Committee as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE - shall mean all the spaces in the basement or ground floor level, whether open or covered or podium, mechanical or otherwise, of the Project expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES - shall presently mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, the roof of the building but excluding the signage and other spaces to be reserved by the Developer, overhead water tank, S.T.P, water pump and motor, drive-ways, common lavatories, Generator, transformer, Fire Fighting systems, Lifts and any other facilities in the Project, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for



Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

establishment, location, enjoyment, provisions, maintenance and/or management of the Project as are mentioned in the **FOURTH SCHEDULE** hereunder written.

DEPOSITS/EXTRA CHARGES/TAXES - shall mean the amounts specified in the **FIFTH SCHEDULE** hereunder to be deposited/paid by the Purchasers or the Owners to the Developer.

DEVELOPER'S ALLOCATION - shall mean 60% (sixty percent) of the total built up area of the Project to be constructed on the Said Property.

DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the said Property and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

- (a) allowing the Developer free and unobstructed access to be in the said property in vacant and peaceful condition for the purpose of only development thereof in terms of this agreement;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing or sale rights in respect of the saleable areas of the Project by way of sale, or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the saleable area to be constructed on the said Property and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the land underneath i.e. the said Property;



Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

- (c) carry out the construction after demolition of the existing structures/development of the Project and to be in the property in vacant and peaceful condition for the purpose of development thereof, control of peaceful enjoyment of the said Property or any part thereof until the completion of development of the Project and marketing or sale of the built up area on the said Property and every part thereof;
- (d) apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;
- (e) in the event of default by the Owners in compliance of their obligations under this Agreement, at the sole discretion of the Developer, to do all such acts, deeds and things that may be required for the Project or for compliance of the terms in this Agreement;
- (f) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
- (g) make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said Property paid by the Developer;



Addl. Dist Sub-Registrar
Sonepore, South 24 Parg.
11 AUG 2014

- (h) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewerages, storm water drains, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said Property as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;
- (i) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the said Property, by construction of building on the said Property;
- (j) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (k) launch the Project for sale of the Flats;
- (l) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area to be constructed on the said Property as envisaged herein;



Addl. Dist. Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

(m) manage the said Property and the property and facilities / common areas constructed upon the said Land as may be required under the West Bengal Apartment Ownership Act, 1972 or any other Applicable Laws and/or rules made there under and / or to transfer/ assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;

(n) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,

(o) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;

(p) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights,

(q) it is further agreed between the parties that by this agreement owners are not transferring within the meaning of Clauses (v) and/or (vi) of subsection (47) of section 2 of the Income Tax Act, 1961 the said property as defined hereinabove, in favour of the Developer.

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer under this Agreement, after completion of the building as certified by the Architect, for the Common Purposes having such



Addl. Dist. Sub-Registrar
Sonatpore, South 24 Pgs.
11 AUG 2014

rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

NEW BUILDING(S) - shall mean the new building(s) in the Project to be constructed, erected and completed in accordance with the Plan on the Said Property.

OWNERS'S ALLOCATION - shall mean 40% (Forty percent) of the built up areas of the Project to be constructed on the Said Property. It is to be noted here that the Developer shall pay an refundable deposit to Owner no.1 i.e. Mr. Kedar Nath Bose an amount of Rs.2,50,000/- (Rupees Two Lac Fifty Thousand Only) and to Owner no.2, 3 & 4 i.e. Mrs. Chameli Bose , Mr. Soumitra Bose and Mrs. Soma Datta will be allotted South-East-West position of the proposed building to be constructed and to Owner no. 5 & 6 i.e. Mrs. Aparna Roy and Mrs. Pratima Roy Chowdhury an amount of Rs.2,50,000/- (Rupees Two Lac Fifty Thousand Only) and it is furtherly mentioned that the refundable deposit shall be adjusted @ Rs.2000/- per sq.ft. upon the built up area of the allotted to the respective Owners, which is more-fully and particularly described in **PART I** of the **THIRD SCHEDULE** mentioned herein below. After finishing the total construction of the proposed building the Owners will be delivered Physical possession first and afterwards the Developer will start to sell his allocation.

PLAN - shall mean the plan of the building/s to be sanctioned by Rajpur Sonarpur Municipality or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or approved by the sanctioning authorities.

PROJECT - shall mean the construction, erection and completion of building/buildings with open areas by the developer in terms of this Agreement and the said plan.



Addl. Dist Sub-Registrar
Sonarpore, South 24 Parg.
11 AUG 2014

SAID PROPERTY - shall mean the danga land measuring about 7541 sq.ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipaity, morefully described in the **SECOND SCHEDULE** herein below.

SPECIFICATION - shall mean the specifications for the said Project as mentioned in the **SIXTH SCHEDULE** hereunder written subject to the alterations or modifications as may be made by the Developer from time to time.

TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the Purchasers thereof as per law.

TRANSFeree/PURCHASER - according to the context shall mean all the prospective or actual Purchasers who would agree to acquire or shall have acquired any Flat in the Project and for all unsold flat and/or flats shall mean the Owners and the Developer in their respective allocations.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.



Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any Act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.



Adll. Dist Sub-Registrar
Sonarpore, South 24 Parg.
11 AUG 2014

3. **COMMENCEMENT:**

3.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

4. **STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:**

4.1 The Parties have mutually decided the scope of the Project, that is, the development of the Said Property by construction of the New Building(s)/Project thereon, and commercial exploitation of the New Building(s) and/or the Project. The Developer shall at its sole discretion construct or cause to be constructed the New Building(s)/Project for residential/retail use only.

4.2 By virtue of these presents, the Owners do and each of the doth hereby grant all the Development Rights and the Developer is irrevocably authorized to build upon and exploit commercially the Said Property by (1) constructing the New Building(s)/Project, (2) dealing with the spaces in the New Building(s) together with transfer of the undivided proportionate and impartible share in the Land in favour of the Purchasers/intending purchasers.

4.3 The Developer shall develop the Said Property on an Area Sharing basis, i.e. in consideration of the Owners granting and assigning the development rights of the Said Property to the Developer, the Developer shall handover 40% of the built up area to the Owners in their respective shares, subject to such deductions/arrangement hereinafter stipulated towards other deposits. In



Addl. Dist Sub-Registrar
Singapore, South 24 Pgs.
11 AUG 2014

other words the Developer shall be entitled to 60% of the Built Up Area generated out of the project.

- 4.4 The Developer shall be entitled to develop the Property to be situated in of the **Second Schedule** and in such event the Owners shall sign and execute such deeds or documents or applications as the Developer may desire for the purpose of development of the same.
- 4.5 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:
- a. amalgamate with the adjacent property for the purpose of development;
 - b. hold, occupy, enter upon and use the said property for the purposes of development of the said property by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
 - c. appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
 - d. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;



—

Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

e. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

- 4.6 The parties shall jointly have the said Property surveyed to ascertain the area and boundary.
- 4.7 The Parties agree that the Developer shall be entitled to the full exploitation of the entire FAR including any additional FAR that may become available on the said property and/or FAR that may be sanctioned and permitted by the sanctioning Authorities for the said Property.
- 4.8 The Developer shall at its own costs and expenses prepare the Plan for the New Building(s) in the project. The Developer shall have the plan sanctioned by Rajpur Sonarpur Municipality or from the sanctioning authority in the names of the Owners at its cost and expenses and shall make its best endeavor to have it sanctioned at the earliest.
- 4.9 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses.
- 4.10 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall simultaneously herewith sign, execute and register a General Power of



Adtl. Dist Sub-Registrar
Singapore, South 24 Pr.
11 AUG 2014

Attorney authorizing the Developer or its officers to do, act and perform all or any of the obligations of the Owners mentioned above for development of the Project.

4.11 In consideration of the development of the said Property by the Developer herein and the Developer having undertaken the construction of the New Building(s) as per agreed specification, the Owners agree to transfer the proportionate, undivided and impartible share in the Said Land in favour of the Purchasers/intending purchasers of flats in the New Building(s)/Project.

5. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:**

5.1 The Developer shall at its own costs demolish the existing structure(s) and construction(s) at the said property and remove the building materials/debris arising out of the demolition from the said property, however the Owner no.2,3 & 4 & other Owners also shall not raise any objection to the building materials/debris arising out of the demolition.

5.2 The Owners hereby authorize the Developer to appoint the Architects and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

5.3 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete or cause to be constructed, erected and completed the New Building(s) in pursuant to the final plans to be sanctioned



Add. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

by sanctioning authorities and as per the specifications mentioned in the **SIXTH SCHEDULE** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications**). The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.

- 5.5 The Developer shall at its own costs install and erect in the New Building(s), pump, water storage tanks, overhead reservoirs, water and sewerage connection and all other necessary amenities.
- 5.6 The Developer shall be authorized in the names of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 5.7 The project shall be completed by the Developer within 24 (Twenty four) months from the date of sanction of plan and obtaining all other permissions required for commencement of construction and/or handing over the vacant possession of the premises, whichever is later with a grace period of 6 (six) months both subject to force majeure. In case of further default Developers shall pay @ 10,000/- (Rupees Ten Thousand only) per month on completion to the Owners.

6. **POWERS AND AUTHORITIES:**

- 6.1 The Owners hereby agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid.



Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

6.2 Notwithstanding anything contained above, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

6.3 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Said Property within 7 days at the request being made and the documents being made available to the Owners.

7. **DEPOSITS AND FINANCIALS:**

7.1 The Developer shall deposit with the following Amounts to the Owners

a. Owner no. 1 (Mr. Kedar Nath Bose) - Rs.2,50,000/- (Rupees Two Lac Fifty Thousand)

b. Owner no.5 & 6 (Mrs. Aparna Roy & Mrs. Pratima Roy Chowdhury) - Rs.2,50,000/- (Rupees Two Lac Fifty Thousand)

7.2 Simultaneously the interest free refundable deposits as paid by the Developer to Owners is to be refunded by the Owners to the Developer as and when the Developer hand over the possession of the Owners' allocation or the deposit can be adjusted @ Rs.2000/- (Rupees two thousand only) per sq.ft. out of the built up area of the respective Owners' allocation and on date of the execution of these presents



Adtl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

the Owners shall handover all the documents related to the title of the Owners in respect of the Schedule below property.

7.3 If default is committed by the Owners in delivering vacant and peaceful possession of the said property to the Developer on expiry of the said period, the Owners shall be liable to refund the deposit to the Developer along with an interest at the rate of 9% per annum.

7.4 The Developer shall bear the cost of the rental accommodation for a single flat of a residential building consisting of three bed rooms one car parking space in favor of Owners no.2 & 3 (Mrs. Chameli Bose & Mr. Soumitra Bose) from the date of sanctioning plan or from the date of the handing over of the peaceful vacant possession the said property whichever is earlier till the period of end of construction of new building and handing over of the possession of the said allotted portion of the Owners. It is to be noted here that no Owners other than Owner no.2 & 3 shall get any accommodation during the period of construction of the New buildings. The Developer shall pay carrying charges of materials both for upward and downward.

8. DEALING WITH SPACES IN THE NEW BUILDING(S) :

8.1 Upon sanction of plan in respect of the Project, the bookings for the project shall be started by the Developer and the marketing agent to be appointed by the Developer. The rate at which booking of flat in respect of the Developers share in the Project shall be made and shall be decided from time to time by the Developer.

8.2 Immediately upon sanction of the plan for the Project, the Developer shall be handed over a copy of sanctioned plan by the competent authority to the Owners and the Developer shall demarcate the Owners' allocation first and thereafter start booking of the



Addl. Dist Sub-Registrar
Sonarpote, South 24 Pgs.
11 AUG 2014

remaining portion allotted to the Developer and it is to be noted here that the flats to be allotted to the Owners from the Owners' allocation of which 50% will be from the choice of Developer and rest will be the choice of the Owners.

8.3 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring any saleable space in the New Buildings as aforesaid in such part or parts as deemed fit unto and in favour of the intending purchasers /Purchasers as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/Purchasers as the case may be.

9. **MUNICIPAL TAXES AND OUTGOINGS :**

9.1 All Municipal rates and taxes or land revenue and outgoings on the Said property relating to the period prior to the handing over possession to the Developer shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

9.2 As from the date of receiving the vacant and peaceful possession of the said property from the Owners, the Developer shall pay the property taxes in respect of the Said property till such time the New Buildings are ready for occupation, after which, the respective Purchasers or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in respect of the flats/ saleable spaces acquired by the prospective purchaser.



✓

Adff. Dist Sub-Registrar
Sonarpore, South 24 Pab.
11 AUG 014

10. **POST COMPLETION MAINTENANCE:**

10.1 The Developer shall not be responsible for the management, maintenance and administration of the New Buildings or at its discretion may appoint an agency or person or persons to do the same.

10.2 The Agency or person or persons to be appointed as per clause 10.1 shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and the Purchasers of the flats of the newly constructed building shall bear cost of the maintenance in equal shares.

11. **OBLIGATIONS OF THE DEVELOPER:**

11.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and the Developer shall utilize the permissible FAR.

11.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.



Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.

11 AUG 2014

- 11.3 The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 11.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it and shall alone be liable for any accident, loss of life, loss or for any claim arising from such construction and shall indemnify Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 11.5 The costs of marketing and publicity/advertisement campaigns shall be paid, discharged and borne by the Developer. The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 11.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable for the construction of the New Building.
- 11.7 24 Hours Proper Security service to be provided in the project.
12. **OBLIGATIONS OF THE OWNERS:**
- 12.1 The Owners shall make out a marketable title to the said property at their own costs and expenses and shall answer all the requisitions in respect thereof.



✓

Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.

11 AUG 2014

- 12.2 The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said property by constructing residential/retail building.
- 12.3 The Owners shall provide the Developer with any and all necessary documentation and information relating to the Said property as may be required by the Developer from time to time.
- 12.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 12.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 12.6 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

13. **INDEMNITY:**

- 13.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.



✓

Addl. Dist Sub-Registrar
Sonarpur, South 24 Parg.
11 AUG 2014

13.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said property.

14. **MISCELLANEOUS:**

14.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

14.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

14.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

14.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

14.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

14.6 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be



Addl. Dist. Sub-Registrar
Sonarpore, South 24 Parg.
11 AUG 2014

liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.

14.7 The name of the project shall be decided by the Developer. The Developer shall be entitled to prefix its brand name to the project.

14.9 If the Developer fails to construct, erect and complete the Project within the time and in the manner contained herein, subject to force majeure the Developer shall be liable to pay and the Owners shall be entitled to damages calculated at the rate of 9% per annum till the date of the handing over possession of the Owners' allotted portion.

15. **DEFAULTS:**

15.1 The following shall be the events of default :-

- a) If the Owners fail to comply with any other obligation contained herein.
- b) If the Developer fails to construct, erect and complete the Project within the time and in the manner contained herein.
- c) If the Developer fails to comply with any other obligations contained herein.



Add. Dist Sub-Registrar
Singapore, South 24 Par.
11 AUG 2014

- 15.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.
- 15.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.
- 15.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.
- 15.5 If the default still continues, the parties shall be entitled to refer the same to arbitration to compel the other party to comply with its obligations and shall be entitled to claim costs, and damages from the party in default.
16. **FORCE MAJEURE:**
- 16.1 Force Majeure shall mean and include an event preventing the Developer from performing any or all of its obligations under this agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Developer so prevented and does not arise out of any breach by it of any of its obligations under this agreement, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to obtain any necessary permission or sanction for reasons outside the control of the Developer) or any Government or Court orders.



✓

Audd. Dist Sub-Registrar
Sonaipore, South 24 Pks.
11 AUG 2014

16.2 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owners specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

16.3 The Developer claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

17. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.



✓

Adm. Dist Sub-Registrar
Singapore, South 24 Pds.
11 AUG 2014

18. **AMENDMENT/MODIFICATION :**

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 all the Parties and expressly referring to the relevant provision of this Agreement.

19. **NOTICE:**

19.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners are concerned the notice should only be given to the first Owner.

19.2 Any such notice or other written communication shall be deemed to have been served:

19.2.1 If delivered personally, at the time of delivery.

19.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

19.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of



Addl. Dist Sub-Registrar
Sonapur, South 24 Pgs.
11 AUG 2014

business hours next following the time of transmission, in the place to which the facsimile was sent.

19.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication should properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

20. **SPECIFIC PERFORMANCE:**

In the event of their being breach by each other party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

21. **ARBITRATION:**

The Parties shall attempt to settle 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 (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days



✓

Add. Dist. Sub-Registrar
Sonarpore, South 24 Parganas.
11 AUG 2014

from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English and Courts in Kolkata would only have the jurisdiction.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION ENTIRE PROPERTY)

All that piece and parcel of danga land measuring about 7541 sq.ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) more or less equivalent to 10(Ten) cotthas 7(Seven) chittaks 26(Twenty Six) sq.ft. in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 ,L.R. Khatian No.288 within District South 24 Paganas, Fomer Adl. Dist Sub Registry Baruipore, Now ADSR and PS. at Sonarpur the then under Gram Panchayat Rishi Raj Narayan Anchal at present within the jurisdiction of Rajpur-Sonarpur Municipality having ward no. 34. butted and bounded by;

On the North – Land of Santosh Kumar Bose & Others.

On the South – 12 ft. wide Municipal Road.

On the East – Land of Santosh Kumar Bose & Others.

On the West - 12 ft. wide Municipal Road.



Adl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.

11 AUG 2014

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the land upon which Development will be done)

All that piece and parcel of danga land measuring about 7541 sq.ft. more or less equivalent to 10 Cotthas 7 Chittaks 26 sq.ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipality

THIRD SCHEDULE ABOVE REFERRED TO

PART I

(OWNERS' ALLOCATION)

- a. All That an area of 40% of the total built up area of the Newly constructed building upon the danga land measuring about 7541 sq.ft. more or less equivalent to 10 Cotthas 7 Chittaks 26 sq.ft. lying or situates in R.S. Dag No. 601 ,L.R. Dag no.768 in Mouza Boral, Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipality



✓

Addl. Dist. Seli-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

- b. Mr. Kedar Nath Bose will receive an refundable deposit of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand Only) which shall be adjusted @ Rs.2000/- per sq.ft on the buit up area allotted to Mr. Kedar Nath Bose at the time when delivery of possession shall be handed over his allocated portion of the complete flat/flats for human habitation.
- c. Mrs. Aparna Roy & Mrs. Pratima Roy Chowdhury will receive jointly an refundable deposit of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand Only) which shall be adjusted @ Rs.2000/- per sq.ft on the buit up area allotted to Mrs. Aparna Roy & Mrs. Pratima Roy Chowdhury at the time when delivery of possession shall be handed over their allocated portion of the complete flat/flats for human habitation.

PART II

(DEVELOPER'S ALLOCATION)

All That an area of 60% of the total built up area of the Newly constructed building upon the danga land measuring about 7541 sq.ft. more or less equivalent to 10 Cotthas 7 Chittaks 26 sq.ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199 R.S. Khatian no.219 (L.R. Khatian No.288) within District South 24 Paganas, Sub Registry office Baruipore, Now Sonarpur then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipaity



Addl. Diet Sub-Registrar
Senarpore, South 24 P.W.D.
11 AUG 2014

THE FOURTH SCHEDULE ABOVE REFERRED TO :**COMMON AREAS, FACILITIES AND AMENITIES**

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building Project and main gates.
7. Water pump and motor with installation and room therefore.
8. Water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G. transformer, electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street,



✓

Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.

10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the building including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) the Parking spaces of the building, (III) the elevation and the exterior of the building, and (IV) Such other open and covered spaces which are herein expressed.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

DEPOSITS/EXTRA CHARGES/TAXES

- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- **Formation of Association/Holding Organization**
- **Taxes:** deposits towards Municipal rates and taxes, etc.



✓

Add. Dist Sub-Registrar
Sonapet, South 24 Prs.
11 AUG 2014

- Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the share out of unsold salable spaces by the Developer to the Owners shall be paid by the Owners.
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Project, at actual.

THE SIXTH SCHEDULE ABOVE REFERRED TO :
SPECIFICATIONS

- STRUCTURAL** : Column framed structure with R.C.C Columns beams slabs and joints (Rod Shyam TMT Steel) Reinforcement for column, Beam, Slab etc. will be approved as per municipal drawing concrete will be as per ratio of stone chips 3/4 down, medium sand, Cement (Ultra tech) with the ratio 4:2:1 burn clay bricks 8"x5"x3" will be used for walls with moter ratio 5:1, 4:1, 3:1 as applicable. A: wall plaster would be in the respective ratio 4:1 and ceiling 3:1.
- Roof** : with special treatment
- FLOOR FINISH** : Entire flats Marble/Vitrified tiles.
- WALLS** : Internal Plaster finish with **Putty**, External finishing with graceful elevation.
- DOOR & WINDOWS** : all door frames including main door shall be made of **Shawl Wood** and all flash doors should be made of **Gammer** wood other flash doors finished with enamel paint and PVC door at toilet and MS Steel window.
- TOILET** : Toilet floor will be provided with Floor tiles and walls with glazed tiles upto height of 6 feet. CP Bath fittings of



✓

Add. Dist Supt-Registrar
Sonapat, South 24 Pgs.
11 AUG 2014

D'son equivalent, sanitary fittings, Nycer equivalent, Gyser point in one toilet,

- KITCHEN** : Granite on cooking platform, attach a sink with a tap, glazes tiles up to 2.5 feet and a cut out for fittings the exhaust fan.
- Lift** : Five Passengers Reputed Company.
- C.C.TV** : Reputed Company.
- ELECTRICITY** : 24 hours.
- ELECTRICAL WIRING** : Concealed ISI copper wiring either of **finolex** Or **Havels** with Anchor switches, adequate light point, and power points, T.V. Telephone point at living area .Details giving below

Place	Light Point	Fan Point	6Amp Point	Calling Bell	16 Amp Point	Exhaust Fan
Bed Room Each	3 Nos	1 Nos	1 Nos	-	1ACfor any one bed room	-
Kitchen/din	3Nos	1 Nos	2 NoS	1 Nos	1 Nos	-
Toilet	1	-		-	1	1
W.C	1	-	-	-	-	1
pantry	1	-	1	-	1	1
Balconey	1		1	-	-	-

- WATER SUPPLY** : Drinking water and for other purpose a **Deep tube-well** shall be sunk in a specific spot of the premises.

All the above technical specification if subject to being approved by respective authority and may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer / Purchaser.



✓

Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata in the presence of: -

Prabir Roy Chowdhury
17 W. K. P. Roy Lane
Dhakuria, Kolkata - 700031

Kuntal Bose
Boral
Kolkata - 700154

Kedargutta Bose
Chandeli Bose

Soumitra Bose

4. Soma Datta
5. Aparna Roy
6. Prajma Roy Chowdhury
- 7.

SIGNATURES OF THE LAND OWNERS

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:

Prabir Roy Chowdhury
17 W. K. P. Roy Lane
Dhakuria, Kolkata - 700031

Kuntal Bose
Boral
Kolkata - 700154



SIGNATURE OF THE LAND DEVELOPER

M/S Pacific Construction

DRAFTED BY:-

Arnab Mandal
Advocate

Alipore Judges' Court
Kal-27



✓

Add. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014



Kedar Nath Bose

NAME:

SIGNATURE: Kedar Nath Bose

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



Chameli Bose

NAME: CHAMELI BOSE

SIGNATURE: Chameli Bose

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



Soumitra Bose

NAME: SOUMITRA BOSE

SIGNATURE: Soumitra Bose

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



Soma Datta

NAME: SOMA DATTA

SIGNATURE: Soma Datta

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



↖

Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
11 AUG 2014



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME :

SIGNATURE: *Aparna Roy*



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME :

SIGNATURE: *Pratima Roy*



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : ,]

SIGNATURE: *Arindam Ghosh*



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME :


SIGNATURE: *Arindam Ghosh*



Add. Dist Sub-Registrar
Senarpore, South 24 Pgs.
11 AUG 2014

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. SONARPUR, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 10309 / 2014, Deed No. (Book - I , 08426/2014)

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Chameli Bose Address -Boral, JAINAGAR-MAZILPORE, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 11/08/2014	 LTI 11/08/2014	Chameli Bose
2	Soumitra Bose Address -Boral Majher Para, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 11/08/2014	 LTI 11/08/2014	Soumitra Bose
3	Soma Datta Address -2/135 Sree Colony, District:-Kolkata, WEST BENGAL, India, Pin :-700092	Self	 11/08/2014	 LTI 11/08/2014	Soma Datta
4	Bijoy Ghosh Address -C/9 Raj Narayan Park, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 11/08/2014	 LTI 11/08/2014	Bijoy Ghosh
5	Bijoy Ghosh Address -C/9 Raj Narayan Park, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 11/08/2014	 LTI 11/08/2014	Bijoy Ghosh

Name of Identifier of above Person(s)
 Kuntal Bose
 Boral, Kolkata, District:-Kolkata, WEST BENGAL, India,
 Pin :-700154

Signature of Identifier with Date

Kuntal Bose
 Boral
 11/8/2014

(Biswanil Dey)

ADDITIONAL DISTRICT SUB-REGISTRAR
 Office of the A.D.S.R. SONARPUR



Addl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.

11 AUG 2014



Government Of West Bengal
Office Of the A.D.S.R. SONARPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 08426 of 2014
(Serial No. 10309 of 2014 and Query No. 1608L000016309 of 2014)

On 09/08/2014

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18.00 hrs on :09/08/2014, at the Private residence by Kedar Nath Bose , one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 09/08/2014 by

1. Kedar Nath Bose, son of Lt. Moni Mohan Bose , Boral, JAINAGAR-MAZILPORE, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste Hindu, By Profession : Cultivation
 2. Apama Roy, wife of Asit Baran Roy , 65a, Sarat Ghosh Garden Rd,, District-Kolkata, WEST BENGAL, India, Pin :-700092, By Caste Hindu, By Profession : House wife
 3. Pratima Roy Chowdhury, wife of Lt. Pattit Paban Roy , 17n, Kalipada Roy Lane, Kolkata, Thana:-Kasba, District:-Kolkata, WEST BENGAL, India, Pin :-700031, By Caste Hindu, By Profession : House wife
- Identified By Kuntal Bose, son of Kader Nath Bose, Boral, Kolkata, Distict:-Kolkata, WEST BENGAL, India, Pin :-700154, By Caste: Hindu, By Profession: Business.

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/08/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 5510.00/-, on 11/08/2014

(Under Article : B = 5489/- , E = 21/- on 11/08/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-48,52,495/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR



Addl. Dist Sub-Registrar
Sonaroor, South 24 Pgs.
11 AUG 2014



Government Of West Bengal
Office Of the A.D.S.R. SONARPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 08426 of 2014
(Serial No. 10309 of 2014 and Query No. 1608L000016309 of 2014)

Deficit stamp duty Rs. 2030/- is paid , by the draft number 028613, Draft Date 08/08/2014, Bank : State Bank Of India, SONARPUR, received on 11/08/2014

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 11/08/2014 by

1. Chameli Bose, wife of Lt. Swapan Kumar Bose , Boral, JAINAGAR-MAZILPORE, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste Hindu, By Profession : House wife
 2. Soumitra Bose, son of Lt. Swapan Kumar Bose , Boral Majher Para, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste Hindu, By Profession : Others
 3. Soma Datta, wife of Debkumar Datta , 2/135 Sree Colony:- District:-Kolkata, WEST BENGAL, India, Pin :-700092, By Caste Hindu, By Profession : House wife
 4. Bijoy Ghosh, son of Lt. Lal Mohan Ghosh , C/9 Raj Narayan Park, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste Hindu, By Profession : Business
 5. Bijoy Ghosh
Partner, Pacific Constructions, 395, Boral Main Rd, Rangkal, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, .
, By Profession : Business
- Identified By Kuntal Bose, son of Kader Nath Bose, Boral, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700154, By Caste: Hindu, By Profession: Business.

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR


(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR



Addl. Dist Sub-Registrar
Senarpore, South Zone
11 AUG 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 2436 to 2483
being No 08426 for the year 2014.



Bp
(Biswajit Dey) 18-August-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SONARPUR
West Bengal