

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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THIS AGREEMENT made this 144 day of September in the year of Two Thousand and Twelve A. D. B E T W E E N (1) SRI SUMIT KUMAR ROY son of Late Sushanta Kumar Roy, by occupation - Service and (2) SMT. SWAPNA ROY wife of Sri Sumit Kumar Roy , by occupation - Service , both by faith - Hindu, both are residing at Premises No. 6/80/4, Bijoygarh, Police Station - Jadavpur, Kolkata - 700 032, hereinafter jointly and collectively called and referred to as the OWNERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART. PAN NO. OF 1) ADTPR 8137P.

No. 713 n. 13/2/12 5000/ Namo S.K. Dutta. Ale Vendar VC AY L. K. DAS Licenced Stamp Vandus Alipere Criminal Cour Stadesp Koy. Sto. dt. Parimal Roy. Ali pore Palice lowt. Kd 27

#### Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 07433 / 2012, Deed No. (Book - I , 07458/2012) nature of the Presentant

ame of the Presentant Photo		l'inger Print	Signature with date
Ramesh Ch Singhal 293 Harisava Math Brahmapur, P.O.:- District:-South 24 Parganas, WEST BENGAL, India, Pin. >700084	14/09/2012	LTI 14/09/2012	14/09/2017

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

it No.	Admission of Execution By	Status	Photo	Finger Print	Signature
10	Sumit Kr Roy Address -6/80/4 Bijogarh, Thana:-Jadavpur, P.O. :- Oistrict: South 24-Parganas, WEST BENGAL, India, Pin :-700032	Self	14/09/2012	LTI 14/09/2012	An.
8	Swopna Roy Address -6/80/4 Brjogarh, Thana: Jadavpur, P.O.:-, District: South 24-Pargaries, WEST BENGAL, India, Pin :-700032	Self	1	LII	- Popsite-
3	Ramesh Ch Singhal Address -293 Harisava Math Brahmapur, F.O. District: South 24-Parganas, WEST BENGAL, India, Pin -700084	Self	14/09/2012	14/09/2012 LTI 14/09/2012	R) crsicy wa

Pradeep Roy Alipore Police Court, P.O. :- ,District:-South 24 Parganas, WEST BENGAL, India, Pin:-700027



(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS

14/09/2012

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# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 07433 / 2012, Deed No. (Book - I , 07458/2012)

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

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1	Sumit Kr Roy Address -6/80/4 Bijogarh, Thana: Jadavpur, P.O.:- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032	Self	14/09/2012	LTI 14/09/2012	An .
2	Swapna Roy Address -6/80/4 Bijogarh, Thana:-Jadavpur, P.O.: District:-Sputh 24-Parganas, WEST BENGAL, India, Pin : 200032	Self	14/09/2012	LTI	Bysh-
. 3	Ramesh Ch Singhal Address -293 Harisava Math Brahmapur, P.O.:- District: South 24-Parganas, WEST BENGAL, India, Pin 1700084	Self	14/09/2012	14/09/2012 LTI 14/09/2012	Red cresingua

Name of Identifier of above Person(s)

Pradeop Roy Alipore Police Court, P.O. :- ,District:-South 24 Parganes, WEST BENGAL, India, Pin :-700027 Signature of Identifier with Date

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14.09.12



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(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

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14/09/2012



## Government Of West Bengal

Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 07458 of 2012

(Serial No. 07433 of 2012)

On

#### Payment of Fees:

On 14/09/2012

#### 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. 34355.00/-, on 14/09/2012

( Under Article : "E = 14/- "H = 28/- "M(b) = 4/- on 14/09/2012 )

## 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.-45,94,445/-

Certified that the required stamp duty of this document is Rs.- 7011 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### Deficit stamp duty

Deficit stamp duty Rs. 2020/- is paid, by the draft number. 294494, Draft Date 14/09/2012, Bank Name State Bank of India, Alipore, received on 14/09/2012.

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

Presented for registration at 12.10 hrs on :14/09/2012, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Sri Ramesh Ch Singhal Claimant.

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

Execution is admitted on 14/09/2012 by

- Sri Sumit Kr Roy, son of Lt. Sushanta Kr Roy , 6/80/4 Bijogarh. Thana: Jadavpur, P.O.: District: South 24-Parganas, WEST BENGAL, India, Pin: -700032, By Caste Hindu, By Profession: Service
- Smt. Swapna Roy, wife of Sn Sumit Kr Roy , 6/80/4 Bijogarh, Thana: Jadavpur, P.O. ,District: South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession , Service

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( Ashoke Kumar Biswas ) DISTRICT SUB-REGISTRAR-IV EndorsementPage 1 of 2

14/09/2012 15:12:00



## Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

#### Endorsement For Deed Number: 1 - 07458 of 2012

(Serial No. 07433 of 2012)

Sri Ramesh Ch Singhal
Director, M/s Shanti Cittage & Inn Pvt. Ltd., 122 Harisava Math Brahmapur, P.O. :- ,District:-South
24-Parganas, WEST BENGAL, India, Pin:-700084.

By Profession: Business

Identified By Pradeep Roy, son of Lt. Parimal Roy, Alipore Police Court, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Others.

( Ashoke Kumar Biswas ) DISTRICT SUB-REGISTRAR-IV



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( Ashoke Kumar Biswas ) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2

#### AND

M/S. SHANTI COTTAGE & INN PVT LTD having its office at Premises No. 122, Harisava Math. Brahmapur, Kolkata -700 084, represented by its Director SRI RAMESH CHAND SINGHAL son of Late Biseswar Lal Singhal, by faith - Hindu, by occupation - Business, residing at Premises No. 293. Harisava Math. Brahmapur, Kolkata - 700 084, hereinafter called and referred to as the DEVELOPER (which expression shall mean and include its successors in interest and/or assigns) of the OTHER PART, PANNO, AAKCS1765R.

WHEREAS by an Indenture of Sale dated 28.01.1957 registered before the Sub Registry office at Baruipur and recorded in Book No. 1. Being No. 472 for the year 1957 one the then Owner Mahaboob Ali Mondal son of Late Tahadat Ali Mondal mentioned as Vendor therein sold and transferred 085 (8 and ½) Satak out of 17 Satak of land comprised in R. S. Dag No. 1687 under R. S. Khatian No. 1133 and all that 045 (4 and ½) Satak out of 09 Satak of land in R.S. Dag No. 1690 aggregating to total 13 Satak of land in Mouza – Barhansfartabad. Pargana – Medanmolla. J.L. No. 47. R. S. No. 7. Touji No. 109. Police Station and Sub Registry office Sonarpur. District South 24 Parganas in favour of Md. Sobar Ali Mondal and Abdul Ruhim Mondal jointly mentioned as Purchasers therein.

AND WHEREAS by an Indenture of Sale dated 16.04.1957 registered before the Sub-Registry office at Baruipur and recorded in Book No. 1, Being No. 2261 for the year 1957 one Abdul Sobham Laskar son of Rahim Bux Laskar mentioned as Vendor therein sold and transferred 085 (8 and ½) satak out of 17 satak of land comprised in R.S. Dag No. 1687 under R.S. Khatian No. 1133 and all that 045 (4 and ½) satak out of 09 satak of land in R.S. Dag No. 1690 aggregating to total 13 Satak in Mouza – Barhansfartabad, Pargana – Medanmolta, J.L. No. 47, R.S. No. 7, Touji No. 109, Police Station and Sub-Registry office Sonarpur. District South 24 Parganas in favour of Md. Sobar Ali Mondal and Abdul Rahim Mondal jointly mentioned as Purchasers therein.

AND WHEREAS by an Indenture of Sale registered before the Sub Registry office at Baruipur and recorded in Book No. I., Volume No. 64, Pages 134 to 137, Being No. 4169, for the year 1974 said one Md. Sobar Ali Mondal mentioned as Vendor therein sold and transferred 085 (8 and ½) satak out of 17 satak of land comprised in R.S. Dag No. 1687 under R.S. Khattan No. 1133 and all that 045 (4 and ½) satak out of 09 satak of land in R.S. Dag No. 1690 aggregating to total 13 satak in Mouza – Barbansfartabad, Pargana



Medanmolla, J.L. No. 47, R.S. No. 7, Touji No. 109, Police Station and Sub Registry office Sonarpur, District South 24 Parganas in favour of one Md. Korban Ali Gayen mentioned as Purchasers therein.

AND WHEREAS by an Indenture of Sale registered before the Sub Registry Office at Baruipur and recorded in Book No. I Being No. 5761 for the year 1988 one Mst Aslima Bibi, Faterna Bibi, Suratan Bibi, Sabnom Bibi, Asia Bibi and Bahajan Bewa being the legal heirs and heiresses of Abdul Rahim Mondal, since deceased, jointly mentioned as Vendors therein sold and transferred 085 (8 and ½) Satak out of 17 Satak of land comprised in R. S. Dag No. 1687 under R. S. Khatian No. 1133 and all that 045 (4 and ½) Satak out of 09 Satak of land in R.S. Dag No. 1690 total 13 satak in Mouza – Barhansfartabad, District South 24 Parganas in favour of Sahajan Mondal mentioned as Purchaser therein.

AND WHEREAS thus said Korban Ali Gayen became the owner of 13 satak of land and Sahajan Mondal became the owner of 13 satak of land comprised in Dag Nos. 1687 & 1690 under Khatian No. 1133 in Mouza – Barhansfartabad, District – 24 Parganas.

AND WHEREAS in the last Settlement Record one Atul Krishna Dhali and Amulya Charan Dhali were the recorded owners having undivided one half share of total land comprised in Dag No. 1686 under Khatian No. 935 and land comprised in Dag No. 1691 under Khatian No. 1317 both in Mouza – Barhansfartabad

AND WHEREAS said Atul Krishna Dhali died intestate leaving behind his wife Sukhada Bala Dhali and four sons namely Sri Biswanath Dhali, Sri Churamoni Dhali, Sri Sayan Dhali and Sri Suresh Kumar Dhali and one daughter Smt Sabita Mondal as his legal heirs and heiresses only

AND WHEREAS said Amulya Charan Dhali died intestate leaving behind his wife Smt. Billaw Bala Dhali and two sons namely Sri Palan Chandra Dhali and Sri Tara Charan Dhali as his legal heirs and successors only

AND WHEREAS said (i) Korban Ali Gayen being the owner of 13 satak of land and (ii) Sahajan Mondal being the owner of 13 satak of land comprised in Dag Nos. 1687 & 1690 under Khatian No. 1133 in Mouza – Barhansfartabad and (iii) Sukhada Bala Dhali (iv) Sri Biswanath Dhali, (v) Sri Churamoni Dhali, (vi) Sri Sayan Dhali (vii) Sri Suresh Kumar Dhali and (viii) Smt Sabita Mondal being the legal heirs of Late Atul Krishna Dhali and (ix) Smt. Billaw Bala Dhali (x) Sri Palan Chandra Dhali and (xi) Sri Tara Charan Dhali,

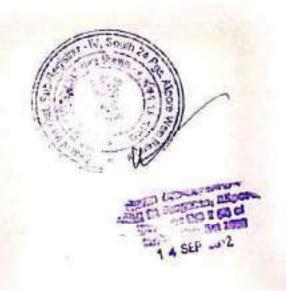


being the legal heirs of Late Amulya Charan Dhali being the joint owners of land comprised in Dag No. 1686 under Khatian No. 935 and land comprised in Dag No. 1691 under Khatian No. 1317 both in Mouza – Barhansfartabad, Police Station – Sonarpur, District South 24 Parganas decided to amalgamate their entire land into one plot and thereafter decided to sell individual plot of land made out of the total land to different purchasers.

AND WHEREAS by an Indenture of Sale dated 12.12.2001 registered before the Sub Registry office at Baruipur and recorded in Book No. I, Being No. 926, for the year 2001 said Md. Korban Ali Gayen and Sahajan Mondal jointly mentioned as Vendor therein sold and transferred all that 2 Cottahs 12 Chittacks 19 Sq. ft. out of his entire land comprised in R.S. Dag No. 1687 under R.S. Khatian No. 1133, in Mouza – Barhansfartabad, Pargana – Medanmolla, J.L. No. 47, R.S. No. 7, Touji No. 109, now within Rajpur Sonarpur Municipality, Ward No. 26, Police Station and Sub Registry office Sonarpur, District South 24 Parganas in favour of one Smt. Papiya Sengupta wife of Sri Sibaji Sengupta mentioned as Purchaser therein.

AND WHEREAS subsequently by an Indenture of Sale dated 06th day of July, 2011 registered before the Additional District Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 18, Pages 520 to 533, Being No. 05313 for the year 2011 said Smi. Papiya Sengupta wife of Sri. Sibaji Sengupta mentioned therein as Vendor sold, transferred and conveyed all that piece or parcel of land measuring 2 Cottahs 12 Chittacks 19 Sq. ft. comprised in R. S. Dag. No. 1687 under R. S. Khatian No. 1133, in Mouza—Barhansfartabad, Pargana—Medanmolla, J. L. No. 47, R. S. No. 7, Touji No. 109, now within The Rajpur Sonarpur Municipality, Ward. No. 28, District South 24 Pargnas, the particular of such property is morefully described in the Schedule thereto, in favour of one of the present Owner SRI SUMIT KUMAR ROY son of Late Sushanta Kumar Roy, mentioned as Purchaser therein at or for a valuable consideration mentioned there under.

AND WHEREAS by an Indenture of Sale dated 12-12-2001 registered before the District Registration office at Alipore and recorded in Book No. I, Volume No. 31, Pages from 239 to 252. Being No. 1392 for the year 2002 said (i) Korban Ali Gayen (ii) Sahajan Mondal (iii) Sukhada Bala Dhali (iv) Sri Biswanath Dhali, (v) Sri Churamoni Dhali, (vi) Sri Sayan Dhali (vii) Sri Suresh Kumar Dhali (viii) Smt Sahita Mondal (ix) Smt. Billaw Bala Dhali (x) Sri Palan Chandra Dhali and (xi) Sri Tara Charan Dhali jointly mentionedas Vendors therein sold and transferred all that 1 Cottah 14 Chittaks and 44 sq. ft. out of Dag No. 1691

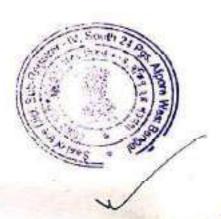


under Khatian No. 1133, all that 8 Chittaks 35 sq. ft. out of Dag No. 1691 under Khatian No. 1317 and all that 4 Chittaks and 32 sq. ft. out of Dag No. 1686, under Khatian No. 935 aggregating to total 2 Cottahs 12 Chittaks and 19 sq. ft. of land mentioned as Scheme Plot No. 20, in Mouza – Barhansfartabad, J. L. No. 47, R.S. o. 7, Pargana – Medanmatlya Touzi No. 109 at present within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 23, Police Station and Addl. Sub Registry Office at Sonarpur, District South 24 Parganas, the particular of such property more fully described in the Schedule thereto in favour of one of the present Owners herein SMT SWAPNA ROY wife of Sri Sumit Roy, mentioned as Purchaser therein

AND WHEREAS after purchase as aforesaid the present Owners herein now seized, possessed and enjoying the same as joint and absolute Owners of the aforesaid property admeasuring 05 Cottahs 08 Chittacks and 38 Sq. Ft. more or less and duly applied for mutation of their joint names in the office records of The Rajpur Sonarpur Municipality Ward No 28 which after granting mutation has been numbered as Municipal Holding No 1148. Mahamayatala Main Road, Kolliata 700 084, District South 24 Pargnas and on payment of due taxes and other outgoings therefore uninterruptedly without any let or hindrance from any corner, the particular of such property is morefully described in the SCHEDULE hereto and are enjoying the same free from all encumbrances hereinafter referred to as the "Said Property".

AND WHEREAS the present Owners herein represented before the Developer of their intention to develop ALL THAT the said piece and parcel of land measuring 05 (Five) Cottahs 8 (Eight) Chittacks 38 (Thirty Eight) Sq. Ft. more or less more or less situate lying at and being Municipal Holding No. 1148, Mahamayatala Main Road, Kolkata – 700 084, through the Developer herein. It is further clarified that the Owners shall empower the Developer to prepare a new building Plan by his Architect at his own cost and expenses on the aforesaid land of the entire Premises and shall submit the same before The Kolkata Municipal Corporation for sanction in the name of the present Owners and the title of the Owners are free, clear, marketable and free from all encumbrances.

AND WHEREAS relying on the aforesaid representation of the Owners herein and being fully satisfied with the title of the property the Developer agreed to develop all that the said 05 Cottahs 08 Chittacks and 38 Sq Ft more or less with a building as standing thereon situate lying at and being Municipal Holding No. 1148, Mahamayarala Main Road, Kolkata – 700 084, on terms of condition as contained hereinafter.





NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

#### ARTICLE - 1 DEFINATIONS

- A. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:
- the OWNERS "shall mean the Owners above named and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- ii) "The DEVELOPER " shall mean the Developer above named and its Directors for the time being and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- iii) \* The PREMISES \* shall mean all that Municipal Holding No. 1148, Mahamayatala Main Road , Kolkata - 700 084, at present within the rajpur Sonarpur Municipality , Ward No. 028 , morefully described in the FIRST SCHEDULE hereto.
- "The LAND shall means ALL THAT the piece and parcel of land being 05 Cottahs 08 Chittacks 38 sq. Ft. more or less described under the FIRST SCHEDULE hereto comprised in Municipal Holding No. 1148, Mahamayatala Main Road, Kolkata 700 084, at present within the Rajpur Sonarpur Municipality, Ward No. 028, as morefully described in the FIRST SCHEDULE hereunder written on which the new proposed building is to be constructed as per the new sanctioned building plan to be obtained from the Rajpur Sonarpur Municipality.
  - v) "ARCHITECT" shall mean such Architect or firm of Architects whom the Developer may, from time to time appoint as Architect for the new building.
- vi) "The BUILDING PLAN" shall mean the map or plan as to be sanctioned by the Rajpur Sonarpur Municipality or revised modified building plan as to be sanctioned in respect of the said premises and shall also wherever the context permits, includes such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect including variations / modification therein if any.



- vii) "The NEW BUILDING" shall mean the Ground plus three Storied building to be constructed as per sanctioned building plan to be obtained from The Rajpur Sonarpur Municipality on the premises by the Developer in pursuance hereof on the land described hereinabove.
- viii) "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the entirety of the First to the Third floor of the new building including the lobbies, staircase, the roof and the car parking of the Ground floor.
- "The OWNERS' ALLOCATION" shall mean upon completion of construction of the new proposed building the Owners shall be entitled to all that forty percent of the total F.A.R. in the new proposed building as to be sanctioned by the Rajpur Sonarpur Municipality in the form of complete habitable Flats which is to be constructed subject to sanction of the building plan by The Rajpur Sonarpur Municipality TOGETHER WITH and undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents. A N.D.

SECURITY DEPOSIT: In addition to the habitable Flat areas the Owners herein shall also be entitled to get a further amount of Rs. 31,20,000.00 which shall be treated as Security Deposit and shall be refunded by the owners to the Developer without interest before taking over peaceful vacant possession of the owners allocated portion in the new proposed building from the Developer and shall be paid by the Developer to the Owners in the manner Following:

- (a) On or before execution of this Agreement Rs. 31,20,000.00
- "The DEVELOPER'S ALLOCATION" shall mean the entire remaining Sixty percent of the total constructed habitable areas (F.A.R.) in the new proposed building as to be sanctioned by the Rajpur Sonarpur Municipality in the form of complete habitable Flats and open/ covered areas / spaces of the new proposed building which is to be constructed save and except the Owners' allocated portion as aforesaid which is to be constructed TOGETHER WITH undivided proportionate share in the land and the common portions of the building





- xi) "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit/Owners for the management and maintenance of the Building and the premises after obtaining peaceful possession of the new proposed building by the individual Flat Owners.
- xii) "COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including, staircases, lobbies, the ultimate roof, passages, path ways, boundary walls, durwan's room and other facilities which may be mutually agreed upon and between the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building.
- xiii) "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation after making due provision for Owners' Allocation and common and the space required therefore.
- viv) "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.
- xv) "PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio, the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.
- xvi) "UNIT" shall mean any flat or other covered area in the new building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners and which is not the common portions.
- xvii) "UNIT OWNERS" shall mean any person who acquires, holds and/or owns any Unit in the new building and shall include the Owners and the Developer, for the Units held by them, from time to time.
- xviii) "TIME": the building shall be completed within 24 (Twenty Four) months from the date of obtaining sanction of building plan and/or from the date of clear vacant peaceful possession to be given by the Owners to be Developer whichever is later.



- vix) "SOCIETY" shall mean the Society or Associations to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses.
- xx) "SPECIFICATIONS" shall mean the specifications for completely the new building as stated in the SECOND SCHEDULE hereto
- "The TITLE DEED" shall mean all the Deeds and documents referred to hereinabove in the recital in respect of Municipal Holding No. 1148. Mahamayatala Main Road. Kolkata – 700 084, at present within the Rajpur Sonarpur Muniocipality, Ward No. 028, District 24 Parganas (South)
- ADVOCATE\* to the project shall mean SRI SUBIR KUMAR DUTTA,
  Advocate of No. 18, Manick Bandopadhyay Sarani, Police Station Regent
  Park, Kolkata 700 040 or such other Advocates whom the Developer may,
  from time to time, appoint as the Advocates for the Project.
- B. THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:-
  - That the Owners absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property mentioned hereinabove
  - ii) That the right title and interest of the Owners in the said Property mentioned hereinabove are free from all encumbrances and Owners have a marketable title to the same.
  - (iii) That the entirety of the said Property mentioned hereinabove save are in actual, has and physical possession of the Owners.
  - iv) That the Owners have not received any notice for acquisition or requisition of the said Property mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
  - v) Neither the Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income tax. Revenue or any other Public Demand.



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- Development or otherwise for transfer and/or development of the said Property mentioned hereinabove or any part or portion thereof in favour of any one other than in favour of the Developer herein.
- vii) That the Owners are not aware of any impediment affecting the said Property mentioned hereinabove whereby they are in any way barred from emering into this Agreement.
- viii) That the Owners are fully and sufficiently entitled to deal with develop and/or dispose off proportionate share of the said Property mentioned hereinabove and thus enter into this Agreement.

#### ARTICLE - II COMMENCEMENT

- 2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "FORCE MAJURE".
- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owners' allocation as per terms and conditions of these presents.

# ARTICLE - HI OWNERS' RIGHT & REPRESENTATION

- 3.1 The Owners absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Property and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Rajpur Sonarpur Municipality with standard building materials.
- 3.2 The said Property is free from all encumbrances and the Owners have a marketable title in respect of the Property.
- 3.3 The Owners shall deliver or hand over all original Deeds and all the documents relating to the said property which are in possession and control of the Owners at the time of execution of these presents to the Developer and the Owners shall





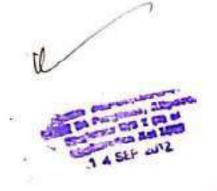
supply all originals and all other relating documents regarding the said property as and when required by the Developer

# ARTICLE - IV DEVELOPER'S RIGHT & REPRESENTATION

- 4.1 The Owners hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said Property and construct building at the said Property in accordance with the new plan or plans as to be sanctioned by the Rajpur Sonarpur Municipality and/or by any other appropriate with or without any amendment and/or modification.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Rajpur Sonarpur Municipality, shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises and the Owners shall have no responsibilities to bear any cost whatsoever.
- 4.3 That save and except the Owners' allotted portion the Developer has full rights to execute any agreement for sale, transfer and convey the Developer's allocation for residential purposes according to his own choice.

#### ARTICLE - V DEVELOPER'S OBLIGATIONS

- 5.1 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building Surveyor or registered. Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of LS I Specification and the building rules regulations and/or orders in force for the time being.
- 5.2 The building shall be created constructed and completed by the Developer shall consist of the specification provided in SECOND SCHEDULE hereunder written and all Flats/Units as well as common areas and facilities shall consist



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of and be provided with materials, fixtures, fittings, and facilities. Under no circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of erection, construction and completion of the said Owners' allocated portion / portions.

- 5.3 The Developer shall construct and complete the Building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable, in the event the Developer assigns or sub contracts any part of the work, it shall ensure incorporating of the above restrictions and compulsory stipulations for record and full compliance. Notwithstanding the above, the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.
  - 5.4 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owners have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meters for the respective Flat/Unit shall be borne by the concerned Unit Owners and the Developer shall have no responsibility for the same.
    - The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds,





obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein.

- While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirements under the law and while incorporate and cusure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owners shall not be responsible or liable for any commitments that may be made by the Developer.
- 5.7 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefor in all respect and shall at all point of time keep the Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owners indemnified from all or any loss damages, costs and consequences, suffered or incurred therefrom.
- Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owners shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever





- The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon him and the Developer shall keep the Owners indemnified from all or any claim, damages, payments costs and consequences suffered or incurred therefrom.
  - 5.10 The Owners shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof provided standard materials.
  - 5.11 The Developer shall be duty bound to complete the Owners' allocated portion in all respect including permanent domestic water and sewerage connection and but the Unit Owners shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at extra cost and make the same fully habitable for user as per law within the said 24 (months) months from the date of obtaining sanction of building plan which unless prevented by Force Majure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove

#### ARTICLE - VI OWNERS' OBLIGATIONS

6.1 The Owners herein or the Developer herein as Constituted Attorney of the Owners shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits, and declarations as may be required from time to time for all or any permissions, consent, sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.

To provide the Developer with appropriate powers to be guided Under Section 202 to 205 of the Indian Contract Act and Section 32 to 35 of the Indian



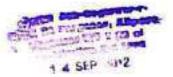


Registration Act as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represent the Owners before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licences and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrically or as may required from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending Purchasers of Developers share thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owners hereby appoint SRI RAMESH CHAND SINGHAL Director of M/S. SHANTI COTTEGE & INN PVT. LTD. the Developer Company herein as his Attorney to do all the acts, deeds and things for completion of the newly proposed building in and upon the demarcated portion of the aforesaid premises .

#### ARTICLE - VII

- 7.1 In the event the Owners are desirous of having any additional or special type of fittings other then that provided hereunder written in his allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer.
- The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indivisible and undivided whereas the Owners shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.
- 7.3 Without first providing the Owners' allocation portion complete in all respects and useable under the law as well as completion of the common





area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing, the Developer shall not be permitted to and/or be entitled to grant and/or give possession or permit possession of by whatever name called of its allocated portion mentioned herein above or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or lispendences thereto.

- 7.4 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owners unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's Advocate Sri Subir Kumar Dutta and the Owners shall only execute Indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.
- Attorney shall be entitled to enter into any contract or agreement relating to allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owners shall execute required Indenture, unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs, or incidental thereto and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

# ARTICLE - VIII COMMON OBLIGATIONS

- 8.1 On and from the date of completion of the building in accordance with law, the Owners as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default :
  - a. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and





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the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.

- h. To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the Rules framed thereunder, the Developer shall be entitled to collect and provided the required services thereof.
- c. To abide by all laws, rules and regulations and orders of the enactments the Government and/or Local Bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.

#### ARTICLE - IX MISCELLANEOUS

- 9.1 This Agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owners and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owners and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same thereunder subject to the terms and conditions of these presents.
- 9.2 Simultaneously with the execution of this Agreement the Owners shall hand over peaceful and vacant possession of the aforesaid premises to the Developer and as from the date of delivery of possession of the said premises by the Owners in favour of the Developer, the possession of the said the premises along with the rights of the Developer in respect of the said premises by virtue of

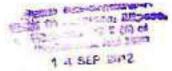




this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owners provided the Developer is carrying on with the project in terms of this agreement.

- 9.4 It is also agreed and accepted between the parties hereto that the Owners shall have the right to egress and ingress during the time of construction in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed as per the sanctioned building plan.
- 9.5 All the dues, arrears or outstanding in respect of the said property on account of The Rajpur Sonarpur Municipality taxes, levies whatsoever till the date of execution of this agreement shall be to the account of the Owners and as from this date shall be borne and paid by the Developer or their nominee or numinees being the prospective Flat/Unit Purchasers either in respect of the aforesaid Premises or the constructed area forming part of the Developer's allocation after completion of the building.
- It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds maters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owners and for such matters, the Owners shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers, and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
- 9.7 It is clarified that all works of development shall be done by the Developer at its own costs and expenses but for and on behalf of himself and/or his nominee/ nominees in respect of the Developer's Area and for and on behalf of the Owners in respect of the Owners' Area.
- 9.8 The consideration for the purposes herein shall be the construction costs of the Owners' Area to be incurred by the Developer and any further amounts if any agreed hereunder.





- 9.9 All municipal taxes and other outgoings in respect of the said property upto the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owners and thereafter shall be borne by the Developer. At the expiry of 30(thirty) Days from the date, the Developer service to the Owners a notice of completion of the Owners' Allocation under the terms of this agreement, the liability of the Developer to pay the Municipal taxes and other liabilities in respect of the Owners' Allocation would cease to continue.
- 9.10 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof would be borne and paid by the Owners and the Developer or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owners herein and the Developer.
- 9.11 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 9.12 The certificate of the Architect relating to completion of construction/ development and the costs incurred therefore shall be final.
- 9.13 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owners and sent to their respective last known address or addresses intimating that the Owners' Area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or Municipal authorities has been obtained, shall completely absolve the Developer of its obligation to deliver the Owners' Area to the Owners under this Agreement

## FORCE MAJURE

10.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion,





strike, lock out, labour unrest, and/or any other acts or commission beyond the control of the Developer affected thereby and also non-availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the "FORCE MAJURE".

# FIRST SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring 05 Cottahs 08 Chittacks 38 Sq. ft. more or less along with R.T. Structure measuring 500 square feet standing thereon comprised in Dag Nos. 1686, 1687 and 1691 under Khatian Nos. 935, 1133 and 1317, in Mouza – Barhansfartabad, Pargana – Medanmolla, J. L. No. 47, R. S. No. 7, Touji No. 109, now within Rajpur Sonarpur Municipality, Ward No. 28, Known and numbered as Municipal Holding No. 1148, Mahamayatala Main Road, Kolkata – 700 084, Police Station and Sub Registry office Sonarpur. District South 24 Parganas South and buttled and bounded in the manner following:-

ON THE NORTH

By R.S. Dag No. 1687

ON THE SOUTH

By 16' wide Road.

ON THE EAST

By Plot No. 19.

ON THE WEST

By. R.S. Dag No. 1688.

#### THE SECOND SCHEDULE ABOVE REFERRED TO SPECIFICATION OF WORK (MANNER OF COMPLETION OF THE NEW BUILDING)

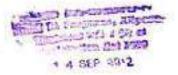
CONSTRUCTION

R.C.C. structure in 1:2:3 Cement: Sand: Stonechips 20 MM, 200 MM thick cement brick work (1:6) using 2 NO picked for outer wall. For internal walls: 75/125 MM thick cement brick work (1:5) using 1LB, netting in every Third layers.

FLOORING

Flooring of Stair and landing etc will be east - in-citu. The living space vitrified tiles.





DOORS

32 mm thick commercial flush doors (phenol bonded) with door locks and handles etc.

Main doors will be 35 mm thick solid door of wooden or pyne wood flush door. Door frame of Malaysian Sal

WINDOWS

All flats to have Aluminium sliding window and box grill and fitted with tinted Glass / Aluminium window

WIRING

Concealed copper wiring within the flats using 1.S.1 marked wires upto points. Switches, switch boards, distribution boards and MCB excluding fans and light fittings (Havel's/Finolex).

TOILETS

Coloured glazed tiles upto 7' height from the floor all around the toilet. All water, sewer lines are to be concealed. White basin, commode, is to be of Hindustan/Neycer/Parry make Cistern will be slimline/reliance with standard C.P. fittings. All pipes to be used are G.I.

Water line should be for bath HOT & COLD WATER with proper connection for Geyser.

KITCHEN

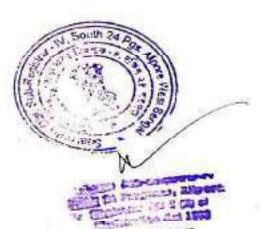
Green Marble topped cooking counter, with singlestainless steel sink, coloured glazed tiles upto 3"-0" height above counter."

ELECTRIC POINT

BED ROOMS: 2 light points, 1 fan point, 1 • 5 Amp socket (Plug point), 1 night lamp point, (1 A/C. point & 1 telephone in master bed room only)

KITCHEN: 1 light point, 1 exhaust fan point, 1.5 amp socket, one 15 amp socket

TOILET 1 light point, 1 fan point, 1.5 amp socket 1.15 amp. Socket (Geyser point), 1 exhaust fan point.



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LIVING/DINNING: 2 light points, 2 fan points, 1 T.V. point, 1 cable point, 1.5amp socket, 1 telephone point. Telephone line / Cable T.V. in living dinning

LIFT / ELEVATOR

4 & 5 Passengers lift / elevator of reputed company

PAINTING

Two coats of wood primer painting on the doors and door frame and enamel painted doors, windows and grills, Internal walls will be made of cement plaster coated with plaster of paris.

WATER SUPPLY

Under ground reservoir for Kolkata Municipal Corporation water, one submersible /centrifugal pump, overhead water tank. All interconnecting plumbing, valves and delivery pipelines to be installed.

ROOF

Water proofing and heat treatment.

EXTRA WORKS

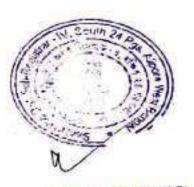
Any extra work other than standard specifications given here shall be charged extra as decided by our engineer and such amounts shall be deposited with us before the execution of work.

ELECTRIC METER

Proportionate cost of Procurement of 440 volt main service line and full cost for Procurement of electric meter for individual flats from CESC or WBSEB shall be on account and cost of individual flat Owners.

SURFACE FINISH BOUNDARY WALL & GATE

6'-0" high from ground level boundary wall and a M.S. Gate will be provided.



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IN WITNESSES WHEREOF the parties hereto set, sealed and subscribed their respective hands and seal on this day, month and year above first above written.

SIGNED AND DELIVERED by

The OWNERS at Kolkata

SIGNED AND DELIVERED by The DEVELOPER at Kolkata

Mour kougital

25, Brack Gorden

As proces kougital

25, Brack Gorden

As and South



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#### MEMO OF CONSIDERATION

1. Paid by Demand Draft vide No.089343, dated 13.06 2011, drawn on Bank of Baroda

2,90,000 00 Rs

2. Paid by Demand Draft vide No. 089464, dated 26.07.2011, drawn on Bank of Baroda

26,10,000 00 Rs.

3. Paid by Cash through R.B. I. notes

2,20,000.00 Rs

Rs. 31,20,000.00

(Rupees Thirty one Lacs and Twenty thousand ) only

Substitute Dulle

SUBIR KUMAR DUTTA.

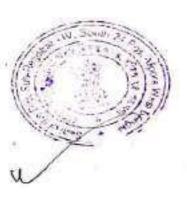
Advocate.

Alipore Civil and Criminal Court

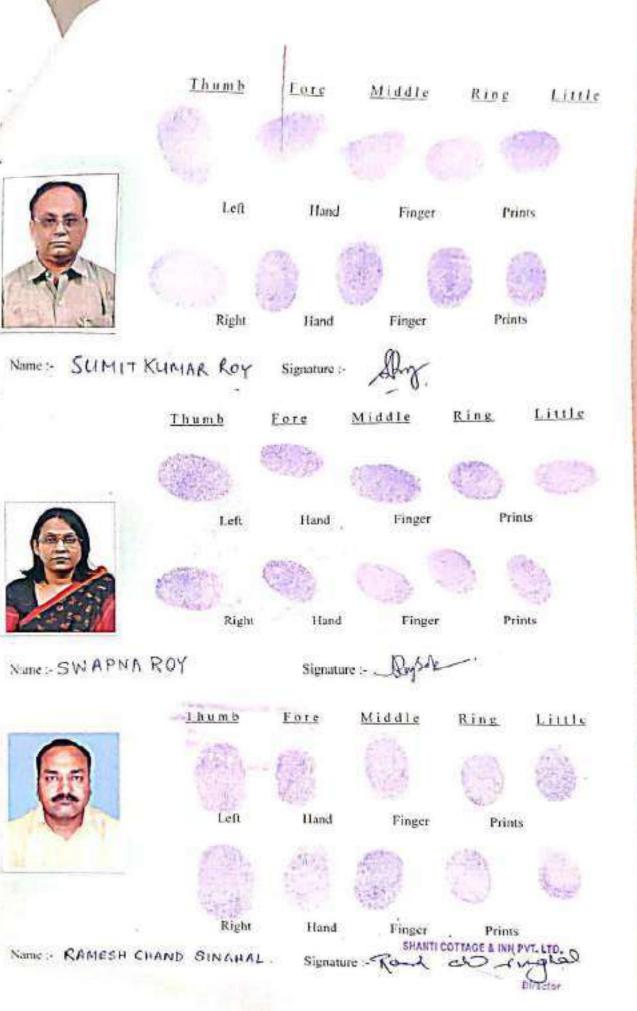
Kolkata - 700 027.

Alalany Ray Honostrung KHELAGHAR

18, Moore Avenue, Kolkata - 700 040



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14 SEP 2012

### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 1241 to 1270 being No 07458 for the year 2012.



(Ashoke Kumar Biswas) 14-September-2012 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS

West Bengal

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