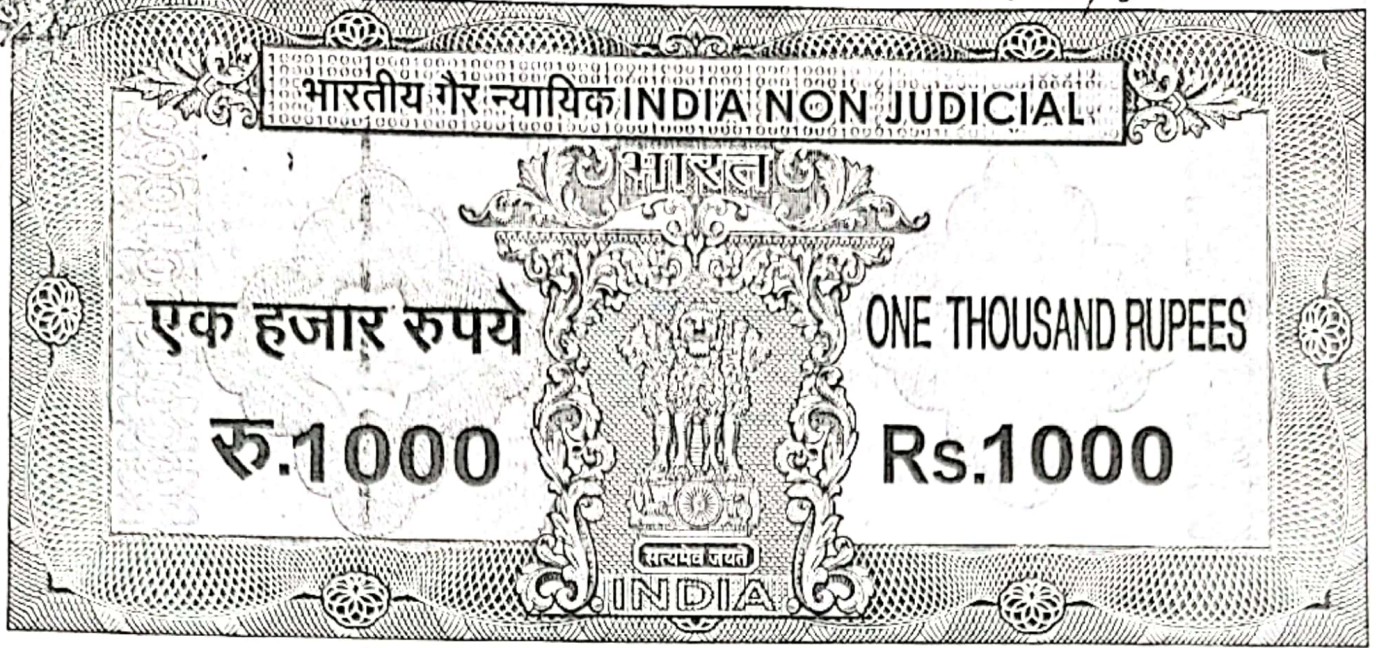


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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 12.44
 9-15431/12

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

Add. District Sub-Registrar
 Behala, South 24 Parganas

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made this the 07th day of September, 2012 (Two Thousand Twelve) B E T W E E N

Sl. No. 802 Pt. 1650 Date 23/8/12
Name S. Adhikary (Adv.) Court, Post 27
Address Adhikary, Judges
Vendor Sign S. Adhikary

S. C. STANDER
Educational Service Provider
All India Judges Club
Kolkata-700027



A.D./S.R. Behala
7 SEP 2012
Dist. South 24 Pgs.

Atanu Burman
s/o Late Niranjan Prasad Burman
22/3, Siddhinath Chatterjee Road,
Kolkata - 700034,
Occupation: Business.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 31
Page from 2732 to 2764
being No 08961 for the year 2012.





AM





(Asish Goswami) 07-September-2012
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BEHALA, District- South 24-Parganas
Signature / LTI Sheet of Serlal No. 09132 / 2012, Deed No. (Book - I , 08961/2012)

Signature of the Presentant

| Name of the Presentant | Photo | Finger Print | Signature with date |
|---|---|---|------------------------------------|
| Sanjoy Majumder 79, State Bank Park, Kolkata, Thana:-Thakurpukur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700063 |  07/09/2012 |  LTI 07/09/2012 | <i>Sanjoy Majumder</i> 07/09/12 |

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


| Sl No. | Admission of Execution By | Status | Photo | Finger Print | Signature |
|--------|--|--------|---|---|--------------------------|
| 1 | Ashok Chakravorty Address -297, Shanti Pally, Rajdanga Sunshine Apartment, Flat No.3 A, Kolkata, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107 | Self |  07/09/2012 |  LTI 07/09/2012 | <i>Ashok Chakravorty</i> |
| 2 | Sanjoy Majumder Address -79, State Bank Park, Kolkata, Thana:-Thakurpukur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700063 | Self |  07/09/2012 |  LTI 07/09/2012 | <i>Sanjoy Majumder</i> |

Name of Identifier of above Person(s)

Atanu Burman
22/2, Siddhinath Chatterjee Road, Kolkata, P.O. :-
,District:-South 24-Parganas, WEST BENGAL, India,
Pin :-700034

Signature of Identifier with Date

Atanu Burman 07/09/12



(Asish Goswami)

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



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

Endorsement For Deed Number : I - 08961 of 2012
(Serial No. 09132 of 2012)

On

Payment of Fees:

On 07/09/2012

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 : 5(f), 57 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 07/09/2012

(Under Article : ,E = 14/- on 07/09/2012)

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.-13,98,000/-

Certified that the required stamp duty of this document is Rs.- 5050 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 4060/- is paid, by the draft number 287717, Draft Date 29/08/2012, Bank Name State Bank of India, Thakurpukur (Calcutta), received on 07/09/2012

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

Presented for registration at 12.44 hrs on :07/09/2012, at the Office of the A.D.S.R. BEHALA by Sanjoy Majumder ,Claimant.

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

Execution is admitted on 07/09/2012 by

1. Ashok Chakravorty, son of Late Sudhir Ch. Chakravorty , 297, Shanti Pally, Rajdanga Sunshine Apartment, Flat No.3 A, Kolkata, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107, By Caste Hindu, By Profession : Others

2. Sanjoy Majumder
Proprietor, M/s. Majumder Construction, 79, State Bank Park,,Kolkata, Thana:-Thakurpukur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700063.
, By Profession : Others

Identified By Atanu Burman, son of Late Niranjn Prasad Burman, 22/2, Siddhinath Chatterjee Road, Kolkata, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste: Hindu, By Profession: Business.

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

EndorsementPage 1 of 2

07/09/2012 15:11:00



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

Endorsement For Deed Number : I - 08961 of 2012
(Serial No. 09132 of 2012)

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Sanjay Mukherjee.

Ashok Chakravarty

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Ashok Chakravarty

:: 2 ::

SRI ASHOK CHAKRAVORTY, son of Late Sudhir Chandra Chakravorty, by creed : Hindu, Indian by National, residing at 297, Shanti Pally, Rajdanga Sunshine Apartment, Flat No.3A, Kolkata : 700107, District : 24 Parganas (South), hereinafter called and referred to as "the **OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

"M/S. MAJUMDER CONSTRUCTION", a Proprietorship Firm, having its Registered Office at 79, State Bank Park, Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South), represented by its Proprietor **SRI SANJOY MAJUMDER**, son of Late Prasanta Kumar Majumder, by creed : Hindu, Indian by National, residing at 79, State Bank Park, Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South), hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

WHEREAS by way of a registered Deed of Sale, one Smt. Uma Rani Ganguly, purchased **ALL THAT** piece and parcel of land measuring more or less 16 (Sixteen) Cottahs, situate and lying at Mouza :

Purba Barisha, Pargana : Khaspur, J.L. No.23, R.S. No.43, Touzi No.235, under Khatian No.1270, appertaining to Dag No.288, within the limits of the then Calcutta Corporation, District : 24 Parganas (South), from the then Owner Rabindra Nath Ganguly, for the valuable consideration mentioned therein. The aforesaid Deed was registered on 8th October, 1945 in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded in Book No.I, Volume No.13, Pages 105 to 109, Being No.886 for the year 1945.

AND WHEREAS by way of another registered Deed of Sale, said Smt. Uma Rani Ganguly, also purchased **ALL THAT** piece and parcel of land measuring more or less 2 (Two) Cottahs, which is adjacent of his aforesaid purchased property, from the then Owner Dilip Kumar Saha Gupta, for the valuable consideration mentioned therein. The aforesaid Deed was registered on 27th January, 1954 in the Office of the Sub-Registrar at Alipore Sadar and recorded in Book No.I, Volume No.18, Pages 250 to 252, Being No.489 for the year 1954.

AND WHEREAS by way of aforesaid purchase, said Smt. Uma Rani Ganguly became the sole and absolute Owner of the aforesaid two plots of land measuring in all 18 (Eighteen) Cottahs more or less and constructed a 3 (Three) storied Building upon her purchased property and seized and possessed the same uninterruptedly by doing all acts of ownership and paying taxes thereto.

Abhaya

AND WHEREAS while seized and possessed of the aforesaid property as absolute Owner thereof, said Smt. Uma Rani Ganguly sold, transferred and conveyed a portion of her aforesaid property i.e. land measuring more or less 3 (Three) Cottahs after retaining for herself the remaining portion of the aforesaid property unto and in favour of one Ashok Chakravorty, by way of a registered Deed of Sale. The aforesaid Deed was registered on 7th April, 2000 in the Office of the District Sub-Registrar - II at Alipore and recorded in Book No.I, Volume No.56, Pages 295 to 310, Being No.2208 for the year 2000.

AND WHEREAS by way of aforesaid purchased, said Sri Ashok Chakravorty, the Party hereto of the One Part became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring more or less 3 (Three) Cottahs, situate and lying at Mouza : Purba Barisha, Pargana : Khaspur, J.L. No.23, R.S. No.43, Touzi No.235, under Khatian No.1270, appertaining to Dag No.288 and mutated his name with the Office of the Kolkata Municipal Corporation in respect of his purchased property and after such mutation it was known and numbered as Municipal Premises No.9A, Vidyasagar Sarani (mailing address 316, Vidyasagar Sarani), Police Station : Haridevpore, Kolkata : 700008, under Ward No.123, District : 24 Parganas (South), hereinafter called "the **SAID PROPERTY**", morefully described in **SCHEDULE : "A"** hereunder written and since then has been possessing the same by paying taxes thereto.

AND WHEREAS in the manner aforesaid while the present Owner herein absolutely seized and possessed the said property as Owner thereof has decided to develop the said property for his better living accommodation and expressed his desire for developing the same by a renowned Developer and being informed of such desire by the Owner the Developer approached the Owner herein and expressed his desire to develop the said property and after several discussions held amongst the Parties herein both the Owner and developer jointly agreed to develop the said property with terms and conditions which are explicitly described hereunder below.

NOW THIS AGREEMENT WITNESSETH are as follows :-

1. **OWNER :-**
Shall mean **SRI ASHOK CHAKRAVORTY**, son of Late Sudhir Chandra Chakravorty of 297, Shanti Pally, Rajdanga Sunshine Apartment, Flat No.3A, Kolkata : 700107, District : 24 Parganas (South) and his heirs, executors, successors, administrators, legal representatives and assigns
2. **DEVELOPER :-**
Shall mean "**M/S. MAJUMDER CONSTRUCTION**", a Proprietorship Firm, having its Registered Office at 79, State Bank Park, Police Station : Thakurpukur, Kolkata : 700063, represented by its Proprietor **SRI SANJOY MAJUMDER**, son of Late Prasanta Kumar Majumder of 79, State Bank Park,

Ashok Chakravorty

Police Station : Thakurpukur, Kolkata : 700063 and its successors-in-office and assigns.

3. **THE SAID PROPERTY :-**

Shall mean **ALL THAT** piece and parcel of land measuring more or less 3 (Three) Cottahs, situate and lying at Municipal Premises No. 9A, Vidyasagar Sarani (mailing address 316, Vidyasagar Sarani), Police Station : Haridevpore, Kolkata : 700008, under Ward No.123, District : 24 Parganas (South).

4. **BUILDING :-**

Shall mean and include the proposed Building to be constructed at the said property mentioned in earlier paragraph more to say, the Building which will be sanctioned by the Authority of the Kolkata Municipal Corporation.

5. **COMMON FACILITIES :-**

Shall mean and include corridors, stairs, ways, passages, way, if any, drive ways, common lavatories, if provided by the Developer, water pump and water and facilities, which will be provided by the Developer in the new Building. The occupiers of the proposed multistoried Building and the Owner and the Purchaser/s of the Flat/s of the proposed multistoried Building shall have the right to enjoy the roof of

the proposed Building for all ceremonial occasions and for maintaining T.V. antenna and water reservoir and other purposes.

6. **SALEABLE SPACE :-**

Shall mean the space in the new Building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof and after providing the Owner's allocation for the first time.

7. **OWNER'S ALLOCATION :-**

On completion of the proposed Building the Owner shall be at the first instance entitled to get 33% of the total Built Up Area/Floor Area (which includes proportionate share of the staircase) of the proposed Building in the form of Flat/s and Car Parking Space/s subject to sanction of the Building Plan in respect of the said property on the basis of 1.75 F.A.R. in finished and complete condition is morefully described in **SCHEDULE : "B"** hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE : "C"** hereunder written. The allocation as well as number of Flat/s and Car Parking Space/s to be allotted to the Owner to be mutually agreed by the Owner and the Developer before submission of final building plan for sanction.

8. **DEVELOPER'S ALLOCATION** :-

Shall mean the remaining portion of the new Building including the common facilities absolutely belonged to the Developer after providing for the Owner's allocation as aforesaid and together with the absolute right on the part of the Developer and prospective Buyer/s and intending Transferee/s, Lessee/s or in any way deal with the same but without in any way affecting the right and interest of the Owner.

9. **THE ARCHITECT** :-

Shall mean such person/s with requisite qualification, who will be appointed by the Developer for designing and planning of the new Building.

10. **BUILDING PLAN** :-

Will mean such Plan prepared by the Architect for the construction of the new Building and sanction by the Kolkata Municipal Corporation and/or any other competent authority as the case may be.

11. **TRANSFER** :-

With its grammatical variations shall include transfer by possession and by and other means adopted for effecting what is understood as a transfer of space in multistoried Building to purchase thereof although the same may not

amount to a transfer in law without causing in any manner in convenience or disturbance to the Owner.

12. **TRANSFeree** :-

Shall mean a person/s, Firm/s, Limited Company/ies, Association/s of persons to whom any space in the Building will be transferred.

13. **TIME** :-

Shall mean the construction shall be completed positively within 44 (FortyFour) months from the date of this agreement.

14. **WORDS** :-

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and neutral gender shall include masculine and feminine genders.

15. **COMMENCEMENT** :-

This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.

--: **OWNER'S RIGHT AND REPRESENTATION** :-

1. The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.

Alok Chakravarty

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2. None other than the Owner has any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.

:-: DEVELOPER'S RIGHT :-:

1. The Owner hereby grants subject to what has been hereunder provided exclusive right to the Developer to build upon and to exploit commercially the said property and shall be able to construct the new Building thereon in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the Parties hereto.
2. All application, Plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owner at its own costs and expenses, however before submission of the final plan the owner's approval and written consent must be taken and the

Developer shall pay charges and bear all fees including Architect's fees required to be paid or deposited for exploitation of the said property provided however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer or as creating any right, title or interest in respect of the Developer other than an exclusive right and interest by the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new Building in the manner herein after stated.

CONSIDERATION :-

1. In consideration of the Owner having agreed to permit the Developer to commercially exploit the said property and to construct, erect and build a new Building in accordance with the Plan, which will be sanctioned and in accordance with the Specification and materials description of which are stated in details in **SCHEDULE** : "C" hereunder written.
2. On completion of the proposed Building the Owner shall be at the first instance entitled to get 33% of the total Built Up

Area/Floor Area (which includes proportionate share of the staircase) of the proposed Building in the form of Flat/s and Car Parking Space/s subject to sanction of the Building Plan in respect of the said property on the basis of 1.75 F.A.R. in finished and complete condition is morefully described in **SCHEDULE : "B"** hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE : "C"** hereunder written. The allocation as well as number of Flat/s and Car Parking Space/s to be allotted to the Owner to be mutually agreed by the Owner and the Developer before submission of final building plan for sanction.

POSSESSION :-

1. The Owner shall give quiet, peaceful and unencumbered possession of the said property to the Developer simultaneously with the execution of this Agreement enabling the Developer to survey the entire property and for making soil testing and preparation of the proposed Building.
2. The Developer shall complete the construction of the Building positively within 46 (Forty-Six) months from the date of this agreement and shall hand over the Owner's allocation with the arrangements and other accessories as

per specification given details in **SCHEDULE** : "C" hereunder written.

3. The Developer shall on completion of the new Building put the Owner in undisputed possession of the Owner's allocation together with all rights in common to the common portion as absolute Owner thereof.
4. The Developer shall be exclusively entitled to the Developer's allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of without any right, title, claim or interest therein whatsoever with or disturb the quiet and peaceful possession of the Developer's allocation. The Owner shall only transfer by way of proper Deed of Conveyance/s either in favour of the Developer or in favour of the nominee/s of the Developer, the undivided share of the land excepting the share of land of the Owner.
5. In so far as necessary all dealing by the Developer in respect of the new Building shall be in the name of the Owner for which purpose the Owner undertakes to give the Developer a Power of Attorney in a form and manner reasonably required by the Developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owner nor there shall be any clause inconsistent with or against the terms mentioned in this Agreement.

6. That the Owner shall execute the Deed of Conveyance pertaining to Developer's allocation of individual Flat/s, Car Parking Space/s etc, as per terms mentioned earlier, in favour of the Developer or its nominee/s in respect of such part or parts of the new Building as shall be required by the Developer all costs and all expenses including Income Tax Clearance Certificate in that behalf will be borne and paid by the Developer.

-:: COMMON FACILITIES ::-

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said Building accruing due as and from the date of this agreement. If there are any dues of property taxes or any Owner taxes regarding the said property before the date of this agreement, the same would be borne by the Owner.
2. As soon as the new Building is completed within the time hereinafter mentioned the Developer shall give written notice to the Owner for his allocation in the Building and there being no dispute regarding the completing of the Building in terms of this Agreement and according to the specification and Plan thereof and certificate of the architect being produced to the effect and after 30 (Thirty) days from the date of service of such notice and at all times thereafter the

Owner shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the **SAID RATES**") payable in respect of the Owner's allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the Building, if they are levied on the Building as a whole.

3. Any transfer of any part of the Owner's allocation in the new Building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.
4. The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from construction completion of the said Building.

COMMON RESTRICTION

1. The Owner's allocation in the new Building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the new Building intended for common benefits of all occupiers of the new Building which shall include the followings.

2. The Owner shall not use or permit to be used of the Owner's allocation in the new Building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisances hazard to the Owner, occupiers of the new Building. The Developer and its nominee/s shall also not use or permit to be used of the Developer's allocation in the new Building or any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazards to the Owner of the new Building.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulation of the Government, Local Bodies and Associations when formed in future as the case may be without invading the right to the Owner.
4. The respective Allottees shall keep their respective allocation in the new Building in good habitable conditions and repairs.
5. Neither Party shall throw accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new Building or in the compound corridors any other portions of the new Building.

-:: OWNER'S OBLIGATION ::-

1. The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the Building at the said property by the Developer.
2. The Owner hereby agrees and covenants with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocation/portion in the new Building.
3. The Owner hereby agrees and covenants with the Developer not to let out, grant, lease, mortgage and/or charges the allocated portion of the Developer in the super built up construction but shall have all right to let out grant, lease, mortgage and/or charges, his allocated portion to any person/s, company/ies save and except the Developer's allocation. The Developer also shall not have any right to let, grant, lease, mortgage and/or charges the allocated super built up area of the Owner but shall have all right to let out grant, lease, booking money etc. from the person/s, company/ies in respect of the Developer's allocation.
4. The Owner shall cooperate for amalgamating the said property with the property of Smt. Mina Roy Chowdhury or

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any other adjacent properties at the cost of the Developer enabling the Developer to amalgamate the adjoining properties for the sake of construction of a Building for its benefits.

-:: DEVELOPER'S OBLIGATION :-

The Developer hereby agrees and covenant with the Owner :-

1. The Developer shall complete the construction of the new Building within 44 (FortyFour) months positively from the date of this agreement, the time of completion of the Building shall be strictly observed. The period of construction will be extended, if there is any force majeure, natural calamity or situation beyond the control of the Developer.
2. The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building.

-:: OWNER'S INDEMNITY :-

The Owner hereby undertakes that the Developer shall be entitled to the said constructions and shall enjoy its allocated portion without any interference and/or disturbance provide the Developer performance and fulfills all and singular the terms and conditions herein contained and/or its part to be observe and performed.

-:: DEVELOPER'S INDEMNITY ::-

1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of commission of the Developer in or in relation to the construction of the said new Building strictly in terms of the Plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.
2. The Developer hereby undertakes to keep the Owner indemnified against all action suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the Building and/or any defect therein.

-:: MISCELLANEOUS ::-

1. The Owner and the Developer have entered into the Agreement/s purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the Developer and the Owner. The Parties hereto can proceed with this Agreement.
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owner of the said property or any part thereof to the Developer or as creating

any right title and interest in respect thereof in the Developer other than an exclusive right to exploit the same in terms thereof provided however the Developer shall be entitled to borrow money from any Bank/s without creating any financial liability on the Owner of effecting and his estate shall not be encumber and/or be liable for payment of any dues of such Bank/s and for that purpose the Developer shall keep the Owner's indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the Owner, if sent to his under registered post with acknowledgement due at the address given in this Agreement.
4. That the Owner hereby fully agrees and consents that the Developer shall have the right to advertise, fix hoarding or signboard of any kind relating to the publicity for the benefit or commercial exploitation of the new Building from the date of execution of this Agreement and on completion of the Building or earlier all such advertisements and hoardings shall be cleared of by the Developer at its own costs.

5. The original Agreement and a original copy of the deeds in respect of the said property shall be kept at the City Office of the Developer or at the Office of its agent for the inspection of the intended Purchaser/s.
6. The Developer will not be able to assign this agreement to any other person or persons under any circumstances and in such a case this agreement will become void.

--: FORCE MAJEURE :-

1. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any Force Majeure and this contract shall remain suspended during the duration of such majeure, if any.
2. The Force Majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other fact or commission beyond the control of the parties hereto.

--: JOINT OBLIGATION :-

1. The Developer shall develop and construct multistoried Buildings on the said land as per Corporation Rules after utilizing the available F.A.R. of 1.75 as per present rules in vogue.

2. The Owner will lend his name and signature in all paper, Plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the Owner name and under the Owner's allocation. However the Developer shall have to demarcate the Owner's allocation by way of Supplementary Agreement, which will be treated as part of the principal in future for Owner's satisfaction.
3. The Owner will forward to the Developer, the original Title Deed of the land on execution of the Agreement for Developer's record and reference. The said original title Deed/s shall ultimately be returned by the Developer to the Owner for its preservation on completion of the Building.
4. If the Developer deliberately fails and neglects to delay in completing the entire project and/or to hand over the Owner's allocation within the stipulated period the Developer shall pay a sum of Rs. 2,000/- (Rupees Two Thousand) only per month to the Owner towards compensation.

SCHEDULE : "A" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring 3 (Three) Cottahs be the same a little more or less together with 100 Square Feet R.T. shed structure standing thereon, situate and lying at Mouza : Purba Barisha, Pargana : Khaspur, J.L. No.23, R.S. No.43, Touzi No.235,

under Khatian No.1270, appertaining to Dag No.288, being known and numbered as Municipal Premises No.9A, Vidyasagar Sarani (mailing address 316, Vidyasagar Sarani), Police Station : Haridevpore, Kolkata : 700008, under Ward No.123, District : 24 Parganas (South), together with all right, title, interest and right of easements attached thereto and the same is butted & bounded by :-

ON THE NORTH : Land of Mina Roy Chowdhury ;
ON THE SOUTH : Another premises ;
ON THE EAST : Another premises ;
ON THE WEST : 12' wide private passage. /

SCHEDULE : "B" ABOVE REFERRED TO

(DESCRIPTION OF THE OWNER'S ALLOCATION PROPERTY)

ALL THAT On completion of the proposed Building the Owner shall be at the first instance entitled to get 33% of the total Built Up Area/Floor Area (which includes proportionate share of the staircase) of the proposed Building in the form of Flat/s and Car Parking Space/s subject to sanction of the Building Plan in respect of the said property on the basis of 1.75 F.A.R. in finished and complete condition is morefully described in **SCHEDULE** : "B" hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE** : "C" hereunder written. The allocation as well as number of Flat/s and Car Parking Space/s to

be allotted to the Owner to be mutually agreed by the Owner and the Developer before submission of final building plan for sanction.

SCHEDULE : "C" ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION)

- ❖ **FOUNDATION** :-
Building designed of R.C.C. foundation.
- ❖ **STEEL** :-
Standard quality available in the market.
- ❖ **CEMENT** :-
Standard quality available in the market.
- ❖ **SAND** :-
Course sand.
- ❖ **STONECHIPS** :-
Standard quality available in the market.
- ❖ **BRICKS** :-
1st class available in the market.
- ❖ **FLOORING & SKIRTING** :-
Bed rooms, living-cum-dining room, toilets, kitchen and balcony will be finished with quality Marble, the front and back open space of the building will be finished with net cement.

❖ **KITCHEN** :-

Kitchen will have Black stone Cooking platform with 4'-0" height glazed tiles and black stone top of the platform. One S.S. sink will be provided, one tap on the sink and other under the sink for washing utensils.

❖ **BATHROOM & TOILETS** :-

Floorings of the bathroom and toilet shall be marble finished.

❖ **TOILETS** :-

6'-0" high glaze tiles round. Toilet attached to the Bedroom will have one Western commode (white) with cistern, C.P. taps, C.P. shower. Common Toilet will have Western pan (white) with cistern, one Wash basin (white) with C.P. taps, towel rod, soap tray and C.P. Shower. Geyser point will be provided in this Toilet. Both the toilet will have good quality C.P.V.C. concealed pipelines.

❖ **DOORS** :-

P.V.C. Door in toilets and good quality phenol bounded flash doors in all inside doors, teak finished flash doors in main door.

❖ **WINDOWS** :-

Alluminium channel windows with glass fittings.

❖ **ELECTRICAL WORKS** :-

Electrical points for light, fan, refrigerator, television, geyser etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15amp plug point, electrical points will be provided as required.

❖ **ELECTRICAL METER** :-

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages and Flat Owners except the Party hereto of the One Part will pay the deposit amount proportionately.

❖ **EXTRA WORK** :-

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Corporation authority will be borne by the Developer.

❖ **PAINTING** :-

All internal walls will be finished with Plaster of Paris. All external paintings will be with synthetic weather proof based paints. All doors and windows will be with enamel paints excepting main door which will be polished.

❖ **SANITARY** :-

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

1. Samar Ks Das
54.C. Bishalaxmitala Road.
Bekala Kt. - 700060

Ashok Chakravarty
Signature of the **OWNER**

2. Atanu Burman
22/2, Siddhinath Chatterjee
Road, Kolkata - 700034.

M/s. MAJUMDER CONSTRUCTION
Sanjoy Majumdar
Proprietor

Signature of the **DEVELOPER**

Drafted by me :-

Santanu Adhikary
SANTANU ADHIKARY
Advocate
Alipore Judges' Court, Kol : 27.

Computer Typed by :-

Debasish Naskar
DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.

SPECIMEN FORM FOR TEN FINGER PRINTS



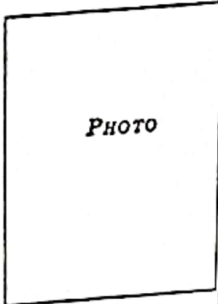
Alok Chakravarty

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| RIGHT HAND | | | | | |

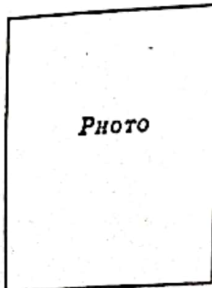


Ranjiv Mehta

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