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deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Developer and the Developer shall address all such notices and other written communications to the Owner.

25. **ALTERNATIVE DISPUTE RESOLUTION**

25.1 Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach of enforceability of this Agreement (Collectively Disputes) shall be referred to the Arbitral Tribunal described in Clause below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time.

25.2 Arbitration Tribunal: In this regard, the parties irrevocably agree that the Arbitral Tribunal shall consist of the following three arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:- (A) Appointed by Owners: 1 (one) Arbitrator to be appointed by the Owner, (B) Appointed by the Developer: 1 (one) Arbitrator to be appointed by the Developer and (C) Chairman/Umpire: The Chairman/Umpire of the Arbitral Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

25.3 Conduct of Arbitration Proceeding: The Parties irrevocably also agree that:- (A) Place of Arbitration: Shall be Kolkata only and (B) Language: The language of the arbitration shall be preferably English or local language i.e. Bengali.

25.4 Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

25.5 No Legal Proceeding without Recourse to Arbitration: The Parties shall not Commence legal proceedings or have any receiver appointed over the New Building/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

26. **JURISDICTION**

Mukunda Ram Biswas

Sefali Dutta

Sunil Kumar Biswas

Rabin Biswas.

Abinash Biswas

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26.1 District Court and High Court: In connection with the aforesaid arbitration proceedings, only the District Court, South 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

27. **RULES OF INTERPRETATION**

27.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Premises under this Agreement.

27.2 Statutes: Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

27.3Number and Gender: Words denoting the singular number shall include (when the context permit and requires) the plural number and vice-versa. Words denoting any gender shall include the other genders.

27.4 Party: In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.

27.5 Definitions: In this Agreement, words have been defined by putting them within brackets and printing them bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

27.6 Schedules and Plans: Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or Plan is a reference to a schedule or Plan to this Agreement.

27.7 Documents: A reference to a document includes and or supplement or replacement or notation of that document.

27.8 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Sefali Dutta
Rabin Biswas.
Aleinash Biswas.

Mukunda Ram Biswas
Sunil Kumar Biswas

27.9 Headings: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

FIRST SCHEDULE

(SCHEDULE – "A" PROPERTY

ALL THAT piece and parcel of basu land measuring more or less 04 Cottahs 0 Chittacks 0 Sft together with R.T.Shed structure measuring 500 sq.ft more or less comprised in R.S. Dag No. 1725 corresponding to C.S. Dag Nos.1425 of Touzi No. 155, J.L. No.19, R. S. No. 02, recorded in R.S. Khatian No. 1541 corresponding to C.S. Khatian No. 805, Sub Khatian No. 857 situated at Mouja – Garfa Gram, P.S- Jadavpur, Sub Registry Office at Alipore, District 24 Parganas (South) being Premises No. 1000, Purbachal Main Road, Kolkata – 700 078, P.S.- Garfa, Kolkata- 700078 and mailing address 15, Purbachal Bidhan Road, Kolkata – 700 078, P.S.- Garfa, Kolkata- 700078 within Ward No. 106 of the Kolkata Municipal Corporation and are paying the municipal taxes punctually and regularly as Assessee No. 31-106-16-1000-9 and are enjoying the same free from all encumbrances, butted and bounded by:-

ON THE NORTH: By Dag No. 1427.
ON THE SOUTH: By Dag No. 1425.
ON THE EAST: By Dag No. 1425.
ON THE WEST: By 12 feet wide K.M.C Road.

THE SECOND SCHEDULE

(OWNER'S AND DEVELOPER'S ALLOCATIONS)

OWNER'S ALLOCATION shall mean (1) 50% of the total Floor Area Ratio comprised into 5 (Flats) Nos of Flats to be comprised in the Entire Ground Floor and rest two room flat one in the First and another one in the Second Floor in the Straight 3 Storied building to be approved or granted by the KMC authorities together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed building to be built on the Schedule-A

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property of the Owners. (2) Apart from those mentioned above the Developer shall pay a non- refundable sum of Rs. 2, 00,000/- (Rupees Two Lacs) only to the Landowners herein at the time of signing of these presents. (3) And balance a non- refundable sum of Rs. 2, 00,000/- (Rupees two lakh) only shall be paid by the Developer to the Owners herein after sanctioned plan of the newly propose building. The above Owner's allocation shall be provided to the Owners by the Developer free of cost free from all encumbrances in lieu of the value of land of the Owners.

DEVELOPER'S ALLOCATION shall mean – Rest 50% of the total constructed areas including flats and areas save and except the owner's allocation herein together with undivided proportionate impartible share of land with all common portions, common facilities and amenities in the proposed multi storied building to be built on the First Schedule property herein of the Owner herein.

THE THIRD SCHEDULE

(SPECIFICATIONS)

BUILDING	:	R.C.C. Formwork.
WALLS	:	200 mm (8") thick for outer, 125mm (5") for common walls and 75 mm (3") thick for internal partition wall with 1st class brick.
WINDOW	:	Aluminum sliding window with grill including grill work of Stair case & verandah up to 1metre.
DOOR:		All door frames shall be Salwood Main entrance door shall be Solid flash Door, Godrej night lock shall be provided for safety and other doors shall be Commercial Flush door thoroughly painted fitted with hatch bolt handle. Doors & frames for toilets and W.cs will be PVC make. Iron collapsable grill in main gate.
PLASTER	:	Cement plastered wall and ceiling primed with plaster of Paris, cement plaster outside with weather coat.

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Alinath Biswas,

Mukunda Ram Biswas
Sunil Kumar Biswas

FLOOR	:	Good quality marble flooring with 100mm (4") skirting & Dados of Toilets/w.cs shall be provided with colour matching ceramic tile up to door height and dado of kitchen counter up to 600 mm (3'-0") height.
BATHROOM	:	White porcelain W.C Hindustan in each toilet and W.c. One porcelain basin (Hindusthan brand) shall be provided in each flat and Park/sony brand C.P. fittings shall be used.
KITCHEN	:	Black stone cooking counter shall be provided along with a stainless steel sink.(Jindal)
ELECTRIC	:	Concealed wiring with Finolex/Havells wires with two light points, one fan point, one 5 Amp Power point for every room plus one 15 Amp Power point in living cum dining room, Kitchen and Toilet, one light point and 5amp power point at veranda with one room A.C. Point.
WATER	:	Underground reservoir with pump and overhead R.C.C Tank.

NOTE : Any extra additional work done by the Developer, at the request of the Owner shall be charged extra at market rate and the Owner shall have to pay cost of those extra additional works executed by the Developer additionally.

The FOURTH SCHEDULE

(COMMON AREAS & AMENITIES)

The common areas and amenities mentioned in this Agreement shall include:

1. The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, stair, stair ways, entrance to and exit from the building constructed on the said land and intended for common use.
2. Installation of common services such as water, sewerage line, septic tank etc.
3. Pump, motor, pipes, ducts and all appurtenances and installations in the said building for common uses.

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4. Electric meter box adjacent to the stairs in the ground floor of the building, electrical wiring and fixtures etc meant for common use.
5. Under ground water reservoir and the over head water tank.
6. The ultimate Roof.
7. Boundary walls and main gates.
8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or around the said building as are necessary for passage user and occupation of the flat/s in common as are specified by the vendor expressly to be the common part, except the covered spaces and car parking spaces.

The FIFTH SCHEDULE

(PERIODICAL COMMON EXPENDITURES)

Cost expenses, outgoings and obligations for which all the Flat/Space owner are to contribute proportionately:-

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity to all common areas mentioned in the Fourth Schedule hereto.

The expenses of repairing, maintaining, painting, white washing or colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Fourth Schedule above written.

The periodical expenditure for sweeping and cleaning of the common areas like lobbies, stairs, landings, car parking areas, pavements, roof, stair head room, together with maintenance and upkeep of main gates, payment of electrical bills for consumption of electricity for illumination or lighting systems fixed in common areas.

Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

Sefali Dutta

Mukundaram Biswas

Rabin Biswas.

Sunil Kumar Biswas

Alokmath Biswas.

(36)

IN WITNESS WHEREOF the parties have hereunto set and subscribed his respective hands and seals on the day month and year first mentioned above.

SIGNED SEALED AND DELIVERED

by the within named parties at

Kolkata, in the presence of:

Sefali Dutta (F-60)
(SEFALI DUTTA BISWAS)
Rabin Biswas. (F-60)
Alinath Biswas (F-60)
Mukundaram Biswas (F-60)
Sunil Kumar Biswas

WITNESSES:

1. Ranjit Pal
6, old Post office street
Kol-1

Signature of the Owners

Ajoy Paul
(PAN- AZTPP8904G)

Signature of the Developer

2. Dipsankar Mandal.
47/7A, Pirbachal Road
PO-Halta, P.S-Garfa.
Kolkata-700078

Drafted by me:

Rajan Pal,

Advocate

High Court, Calcutta.

Enrol: WB/675/1992.

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RECEIVED from and within named Developer being an amount of Rs.2,00,000/-(Rupees two Lakhs) only non-refundable Amount as per Memo below:- **Rs. 2, 00,000/-**

: **M E M O** :

By Cheque No. 470181 Dated 16.07.2016

Drawn on I.O.B. Branch Kalikapur, Rs 40,000/- Rs 50,000/-
14.7.2016 By Cash R.B.I. notes - Rs 10,000

By Cheque No. 470182 Dated 16.07.2016

Drawn on I.O.B. Branch Kalikapur, Rs 40,000/- Rs 50,000/-
14.7.16 By Cash - R.B.I. notes Rs - 10,000

By Cheque No. 470183 Dated 16.07.2016

Drawn on I.O.B. Branch Kalikapur Rs 40,000/- Rs 50,000/-
14.07.16 By Cash - R.B.I notes Rs 10,000/-

By Cheque No. 470184 Dated 16.07.2016

Drawn on I.O.B. Branch Kalikapur, Rs 30,000/- Rs 50,000/-
14.07.2016 By Cash - R.B.I. notes Rs 20,000

Total: **Rs. 2,00,000/-**

(Rupees Two Lacs) only.

Sefali Dutta
Rabin Biswas.
Aleinash Biswas
Mukundaram Biswas
Sunil Kumar Biswas

WITNESSES:-

1. Rajib Pal
Advocate
High Court, Cal.

2. Ranjit Pal
Goalel Post office street
Kol-1

Signature of the Owners

Office of the A.R.A. - I KOLKATA, District: Kolkata

Endorsement For Deed Number : I - 190105293 / 2016

Query No/Year	19010000949176/2016	Serial no/Year	1901005035 / 2016
Deed No/Year	I - 190105293 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri AJOY PAUL	Presented At	Office
Date of Execution	14-07-2016	Date of Presentation	15-07-2016
Remarks			

On 11/07/2016

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 96,50,000/-

(Sujan Kumar Maity)
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 15/07/2016

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 : 48(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,294/- (B = Rs 2,189/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,294/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 2,294/- is paid, by online on 13/07/2016 12:55PM with Govt. Ref. No. 192016170013019671 on 13-07-2016, Bank: State Bank of India (SBIN0000001), Ref. No. IKB7656654 on 13/07/2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 10,021/- is paid, by online on 13/07/2016 12:55PM with Govt. Ref. No. 192016170013019671 on 13-07-2016, Bank: State Bank of India (SBIN0000001), Ref. No. IKB7656654 on 13/07/2016, Head of Account 0030-02-103-003-02

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

Presented for registration at 13:57 hrs on : 15/07/2016, at the Office of the A.R.A. - I KOLKATA by Shri AJOY PAUL ,Claimant.

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

Execution is admitted on 15/07/2016 by

Shri SUNIL KUMAR BISWAS, Son of Late SUDHANSHU BIMAL BISWAS, 15, PURBACHAL BIDHAN ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, By caste Hindu, By Profession Business
Indetified by Mr RATAN PAL, Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/07/2016 by

Shri ABINASH BISWAS, Son of Late SUDHANSHU BIMAL BISWAS, 15, PURBACHAL BIDHAN ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, By caste Hindu, By Profession Business
Indetified by Mr RATAN PAL, Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/07/2016 by

Shri MUKUNDA RAM BISWAS, Son of Late SUDHANSHU BIMAL BISWAS, 15, PURBACHAL BIDHAN ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, By caste Hindu, By Profession Business
Indetified by Mr RATAN PAL, Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/07/2016 by

Shri RABIN BISWAS, Son of Late SUDHANSHU BIMAL BISWAS, 15, PURBACHAL BIDHAN ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, By caste Hindu, By Profession Business
Indetified by Mr RATAN PAL, Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/07/2016 by

Smt SHEFALI DUTTA, Alias Smt SHEFALI BISWAS, Wife of Shri GOLAK DUTTA, F58, BAPUJI NAGAR COLONY, P.O: REGENT ESTATE, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, By caste Hindu, By Profession Business
Indetified by Mr RATAN PAL, Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/07/2016 by

Shri AJOY PAUL, Son of Shri ANIL PAUL, 16, PURBACHAL BIDHAN ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, By caste Hindu, By Profession Business
Indetified by Mr RATAN PAL, Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 10,021/-

Description of Stamp
1. Rs 50/- is paid on Impressed type of Stamp, Serial no 30145, Purchased on 30/06/2016,Vendor named Anjusree Banerjee.

(Sujan Kumar Maity)
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 178505 to 178557

being No 190105293 for the year 2016.

Seal of the Additional Registrar, Assurance - I, Kolkata

Digitally signed by SUJAN KUMAR MAITY
Date: 2016.07.18 10:46:27 +05:30
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 18-07-2016 10:46:26

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

West Bengal.

(This document is digitally signed.)