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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

1-3000
27/1/15

[Signature]
District Sub-Register
Howrah
21/1/15

21 JAN 2015

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 21st day of January, Two Thousand Fifteen **BETWEEN DR. SUKHENDU BIKASH MISHRA**, son of Arun Chandra Mishra, by faith-Hindu, by occupation- Doctor, by Nationality- Indian, residing at 63/8, Andul 1st Bye Lane, P.O. D.S. Lane, Police Station- Old- Shibpur, at present A.J.C. Bose B.Garden Police Station, District- Howrah, Pin- 711109, hereinafter called as **OWNER** (which term and expression

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Same as
Development
Agreement

4886 তার 19-01-2015

কর্তা . শ্রী / শ্রীমতী Rabin Kumar Karmakar, Advocate,

Howrah Court

১০০/- টাক X

স্বাক্ষর চেণ্ডালের নাম 





District Sub-Registrar
Howrah





21 JAN 2015

Rabin Kumar Karmakar,
Advocate,
Howrah Court.

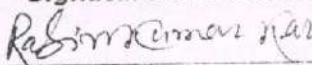
Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sukhendu Bikash Mishra Ps.- A. J. C. Bose B. Garden, 63/8, Andul 1st Bye Lane, Howrah, P.O. :-D. S. Lane, District:-Howrah, WEST BENGAL, India	 21/01/2015	 LTI 21/01/2015	Sukhendu Bikash Mishra 21/01/15

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sukhendu Bikash Mishra Address -Ps.- A. J. C. Bose B. Garden, 63/8, Andul 1st Bye Lane, Howrah, P.O. :-D. S. Lane, District:-Howrah, WEST BENGAL, India	Self	 21/01/2015	 LTI 21/01/2015	Sukhendu Bikash Mishra
2	Md. Shahid Address -Sitala Apartment, Andul Road ,, Village:Podhra, Thana:-Sankrail, P.O. :-Podhra, District:-Howrah, WEST BENGAL, India	Self	 21/01/2015	 LTI 21/01/2015	Md. Shahid.

Name of Identifier of above Person(s)
Rabin Kumar Karmakar
Howrah Court, District:-Howrah, WEST BENGAL, India

Signature of Identifier with Date

21.1.2015





(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 00549 of 2015
(Serial No. 00629 of 2015 and Query No. 0501L000000718 of 2015)

On 21/01/2015

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.

Payment of Fees:

Amount By Cash

Rs. 22042.00/-, on 21/01/2015

(Under Article : B = 21989/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 21/01/2015)

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.-78,63,198/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 10020/- is paid , by the Bankers cheque number 844207, Bankers Cheque Date 20/01/2015, Bank : State Bank of India, HOWRAH, received on 21/01/2015

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

Presented for registration at 13.30 hrs on :21/01/2015, at the Office of the D.S.R. HOWRAH by
Sukhendu Bikash Mishra ,Executant.

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

Execution is admitted on 21/01/2015 by

1. Sukhendu Bikash Mishra, son of Arun Chandra Mishra , Ps.- A. J. C. Bose B. Garden, 63/8, Andul 1st
Bye Lane, Howrah, P.O. :-D. S. Lane, District:-Howrah, WEST BENGAL, India, By Caste Hindu. By
Profession : Professionals

2. Md. Shahid
Proprietor, Unique Construction, 1, Michel Madhusudan Sarani , Ground Floor, Kolkata,
Thana:-Kidderpore, District:-Kolkata, WEST BENGAL, India.
, By Profession : Business

Identified By- Rabin Kumar Karmakar, son of . , Howrah Court, District:-Howrah, WEST BENGAL,
India, By Caste Hindu, By Profession: Advocate.

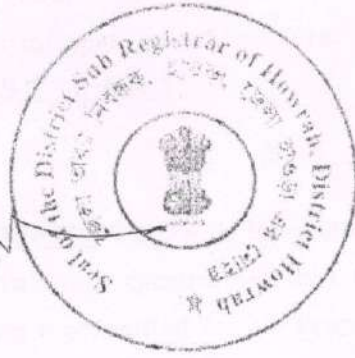
(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH



(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

Act of Registration under section 60 and Rule 69.

Registered in Book - I
2D Volume number 2
Page from 3843 to 3869
being No 00549 for the year 2015.



(Satiprasad Bandopadhyay) 21-January-2015
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal

shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **FIRST PART**;

A N D

UNIQUE CONSTRUCTION, a Proprietorship firm having its office at 1, Michel Madhusudan Sarani, Ground floor, P.O. Khidderpore, Kolkata-700023, being represented by its Proprietor- **MD. SHAHID**, son of Md. Hanif, by faith- Mohammedan, by occupation- Business, residing at 'Maa Sitala Apartment', Andul Road, Village & P.O. Podrah (D.S. Lane), P.S. Sankrail, District- Howrah, Pin- 711109, hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**;

WHEREAS the First Schedule noted property along with other properties originally belonged to one Radha Rani Kunti, wife of Durga Das Kunti, who purchased the property from Niranjana Prasad Kunti and another by a registered Deed of Sale being No. 1199 for the year 1949 which is duly executed and registered before the District Registrar, Howrah and recorded in Book No. 1, Volume No. 16, Pages- 247 to 250, Being No. 1199 for the year 1949, and while she was in enjoyment and possession of the First Schedule noted property by mutating the same in her own name by paying rent and taxes to the appropriate authority died intestate leaving behind her six sons namely- Sri Sushil Kunti, Sri Kartick Kunti, Sri Ganesh Kunti, Sri Rabin Kunti, Sri Rajkumar Kunti and Sri Sukumar Kunti as her legal heirs and successors.

AND WHEREAS while all the six sons of deceased Radha Rani Kunti while were in khas possession and enjoyment sold their 10 Cottahs 03 Chittaks 29 Sq.ft. of Bastu land out of 16 Cottahs 09

SPECIMEN FORM FOR TEN FINGER PRINTS



Subhendu Bikash Mishra

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Md. Shahid

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Chittaks 32 Sq.ft. Bastu land to the present Vendor namely- Dr. Sukhendu Bikash Mishra by two separate Deed of Sale vide No. 621 of 2012 and 622 of 2012 in which 05 Cottahs 03 Chittaks 29 Sq.ft. vide Deed No. 621 of 2012 and vide No. 622 of 2012 and 622 of 2012 in which 05 Cottahs vide Deed No. 622 of 2012 i.e. in total 10 Cottahs 03 Chittaks 29 Sq.ft. and both the Deeds were executed and registered on 30th January, 2012 before the Additional District Sub-Registrar, Howrah and got khas physical possession.

AND WHEREAS in this way the Owner became the Owner and occupier of the First Schedule noted property and the property is hereinafter referred to as the "Said Property" and is in enjoyment and khas possession of the said property without any interruption and/or objection of any third party, outsider, stranger from any corner and the said property is free from all encumbrances whatsoever which is more fully and particularly described in the First Schedule of this Deed of Development Agreement.

WHEREAS for development of the said property, the Owner is herein desirous to construct building subject to approval of Howrah Municipal Corporation upon the said property, but due to lack of experience and stringency of finance he was in search of a good, experienced and financial capable Developer who could do the much needed construction on the said property.

WHEREAS the Second Party being an experienced and financial capable developer approached the Owner to enter into an agreement for developing the said property with a formulated scheme to do so and for that after having several discussions regarding the terms and conditions of the agreement, it has been settled that the terms and conditions of the agreement, should be fully embodied so that there should not be any confusion in the future towards the Agreement and Development of the said property. However, the Developer shall start the construction of the

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new building after sanction building Plan from the authority of Howrah Municipal Corporation and also after mutation of the said property. In this regard to construct the masonry building thereupon the said property, Owner will delegate the power to the Developer which will be duly executed and registered Power of Attorney as and when required and Development Agreement and Power of Attorney will be registered on the same day.

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

Article - I : Definitions :

In these presents unless it is repugnant to or inconsistent with the following words and/or expression shall mean as hereinafter mentioned.

- 1.1 **OWNER** shall mean the above named Owner/Landlord and his heirs, executors, administrators, legal representatives and assigns.
- 1.2 **DEVELOPER** shall mean the above named Developer. In case it is necessary the Developer may form other Company subject to the approval of the Owner/Landlord.
- 1.3 **THE PROPERTY** shall mean the above mentioned and hereunder written in the First Schedule mentioned property comprised within Sheet No. 82, R.S. Dag No. 70, R.S. Khatian No. 57, within Mouza-Shibpur, J.L. No. 1, at present H.M.C. Holding No. 73, Bangal Para 2nd Bye Lane, within H.M.C. Ward No. 41, measuring about 10 Cottahs 03 Chittaks 29 Sq.ft. Bastu land with 200 Sq.ft. R.T.S. standing thereon within P.S. Old- Shibpur, New- A.J.C. Bose B.Garden Police Station, within Additional District Sub-Registry Office, District Sub-Registry Office and District- Howrah, Pin- 711109, along with all easement rights more fully described in the First Schedule hereunder written.

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- 1.4 **THE BUILDING** shall mean the building to be constructed on the said property in accordance with the building Plan to be sanctioned by the authority of Howrah Municipal Corporation at the cost of the Developer and the name of the building will be settled later.
- 1.5 **THE UNIT** shall mean the partly or wholly constructed flat/apartment/shop/garage in the building (which is agreed to be completed by the Second Part/Developer) and also include a proportionate share in common portions of the said property and structure whatever the case may be.
- 1.6 **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the ratio between the built-up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owner.
- 1.7 **THE COMMON PORTIONS** shall mean and include the common portions to be made and erected for convenience of the intending purchaser and/or lawful occupiers.
- 1.8 **THE ARCHITECT** shall mean such Architect or Architects appointed by the Developer as Architect for the building or such other Architect or Architects as may be appointed by the Developer, cost of which will be borne by the Developer.
- 1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and space required ~~excepting~~ for the Owner's allocation of 40% built-up area on the building out of the total saleable area.

- 1.10 **OWNER'S ALLOCATION** shall mean the Developer shall give 40% built-up area out of the total construction area which shall be demarcated after obtaining the sanction plan from Howrah Municipal Corporation by making a supplementary agreement to the Owner along with common facilities and amenities as noted below. Lift, if any and staircase shall remain common.
- 1.11 **DEVELOPER'S ALLOCATION** shall mean rest of the saleable area after giving Owner's allocated portion to be made at the said property together with proportionate share, right, title and interest in common facilities and amenities including the right of using the said facilities with right to the undivided proportionate importable share in the land. Lift, if any and staircase shall remain common.
- 1.12 **TRANSFER WITH ITS GRAMMATICAL VARIATIONS** shall mean adopted for effecting what is understood excepting Owner's allocation out of the total construction as a transfer of undivided proportionate share of land along with multi-storied building to Purchasers thereof by executing and registering Deed or Deeds of Conveyance in accordance with the provisions of law in this behalf by the Owner in favour of the Purchaser, of which the consideration money would have to be received by the Developer.
- 1.13 **TRANSFeree** shall mean the person or persons, firm, limited company or Govt. recognized Association of persons to whom any space in the building shall be transferred.
- 1.14 **WORD IMPORTING SINGULAR** shall include plural and vice-versa.
- 1.15 **WORD IMPORTING MASCULINE GENDER** shall include feminine and neutral genders, likewise words importing feminine

genders shall mean and include masculine and neutral genders and similarly words importing neutral gender shall include masculine and feminine genders.

- 1.16 **THE DATE OF DELIVERY** of the possession of the Owner in the newly constructed building within **Three** years from the date of Sanction Plan.
- 1.17 **SANCTIONED PLAN** shall mean and include the new building plan to be sanctioned by the Howrah Municipal Corporation.
- 1.18 **STATUTE PORTION** shall mean and include the portion which is to be allocated in favour of the Developer by these presents.
- 1.19 **PREMISES** shall mean the First Schedule noted property along with all easement rights at the cost of the Developer.
- 1.20 **ADVOCATE** shall mean RABIN KUMAR KARMAKAR of Village & Post- Podrah, P.S. Sankrail, District- Howrah who will prepare all the papers related to the ~~schedule~~ noted property in respect of constructed area.
- 1.21 **SPECIFICATION OF ALLOTMENT** : Allotment will be finally settled after sanction of Plan from Howrah Municipal Corporation, without making harm to each other as stated above of the total construction of the premises concerned.

ARTICLE - II : COMMENCEMENT :

- 2.1 This agreement shall be deemed to have commenced on and from the date of execution of these presents and stand valid for Four years from the date of sanction of Building Plan.

ARTICLE - III : OWNER'S RIGHT AND REPRESENTATIONS :

- 3.1 The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- 3.2 That excepting the Owner nobody else have any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.
- 3.3 The said property is free from all encumbrances, charges, liens, lispendents, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 and the Developer is fully satisfied with the marketable title of the Owner.
- 3.5 There is no bar, legal or otherwise for the Owner to obtain the certificate or certificates from the Income Tax Authority as per the provisions of the Income Tax Act or other consents and permission those may be required but the Developer shall be responsible for payment of Income Tax according to laws save and except the Owner's Allocated portion.
- 3.6 That the total area comprised within Sheet No. 82, R.S. Dag No. 70, R.S. Khatian No. 57, within Mouza- Shibpur, J.L. No. 1, at present H.M.C. Holding No. 73, Bangal Para 2nd Bye Lane, within H.M.C. Ward No. 41, measuring about 10 Cottahs 03 Chittaks 29 Sq.ft. Bastu land with 200 Sq.ft. R.T.S. standing thereon within P.S. Old- Shibpur, New- A.J.C. Bose B.Garden Police Station, within Additional District Sub-Registry Office, District Sub-Registry Office and District- Howrah, Pin- 711109, along with all easement rights.

- 3.7 That the Owner undertakes to execute Registered General Power of Attorney in favour of the Second Party/Developer, whereby the Owner will give the Developer/Second Party all the powers required for the purpose of making such construction ~~on his own risk and cost~~ as well as the power to negotiate for and make register deeds, documents, whatsoever, required to the Developer's allocation out of the total construction of the premises concerned.

ARTICLE - IV : DEVELOPER'S RIGHT :

- 4.1 That on the power and by virtue of this Agreement, the Developer/Second Party is hereby empowered to raise the construction at the above mentioned property by investing his own Finance and resources and undertake to erect the said building as per the building plan. The Developer will bear the cost of building plan, soil testing and whatever expenses necessary for sanction of building Plan.
- 4.2 That the Second Party is hereby empowered to suitably, modify or alter the sanctioned Plan, as and when required and submit the same to the Owner for verification and satisfaction and thereafter the same shall submit for approval of the Howrah Municipal Corporation, the entire costs shall be borne by the Second Party/Developer alone.
- 4.3 That the Second Party/Developer herein for the purpose of raising the construction shall have his rights to enter into agreement for sale of flats etc. in respect of his own allocation (as the same will be shown in the sanction Plan) upto the limit of built-up area, as mentioned above, and to that effect he shall be entitled to receive the earnest money from the intending Purchasers at his own responsibility but at all material times, the Owner shall ~~not~~ be liable for such money or earnest money.

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- 4.4 The Developer/Second Party shall be entitled to appoint his own labours, masons, contractor, builder, engineer, architect for necessary raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibility shall remain with the Developer/Second Party and to that effect the Owner/First Party shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and hand-over to the prospective purchasers. The Second Party/Developer shall also remain liable for any litigation or for any matter relating to the building.
- 4.5 That the Developer/Second Party for the purpose of raising the said construction shall have his absolute right to enter into any agreement for sale of flats and apartment together with the shop room/ portions of his portion as the said portion will be shown in the sanctioned Plan, subject to making Confirming Party of the Owner and to that effect he shall be entitled to receive the earnest money from the intending purchasers together with all advance thereof but at all material time the Owner shall not be liable for such advance or earnest money. That the said earnest money accepted by the Second Party/Developer shall remain charges only with the Developer's share and to that effect. The Owner, his representatives deserve the right to inspect the constructions of the premises concerned at day time.
- 4.6 The Second Party/Developer shall have the right to register the Deed of Conveyance in respect of his own allocation excepting the Owner's share and also at all material time, the said power together with allowing possession to the intending purchaser or purchasers can be made or done.

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- 4.7 After entering into agreement the Promoter/Developer shall take the initiative to mutate the property in the name of owner and also during the time the Developer shall erect boundary wall all round the First Schedule noted property cost of which the owner shall bear.

ARTICLE - V : APPARENT CONSIDERATIONS :

- 5.1 That in consideration of the Agreement the Owner will allow the Developer/Second Party to construct the building at his property, it is hereby settled that the Owner shall receive the following :-
- a) 40% of the total constructed area. Lift, if any and stair case shall remain common.
 - b) Beside this the Developer shall deposit a sum of Rs.20,00,000/- (Rupees twenty ~~two~~ lakh only) to the present Owner as security deposit to complete the construction out of which Rs.10,00,000/- is paid today by cash and balance of Rs.10,00,000/- paid by Cheque No.775607 dt.21-01-2015 drawn on UBI, New Market Br. — which is refundable to the present Developer at the time of receiving the Owner's entire share without interest and the Owners must refund the said amount without least delay.

Subhendu Bikash Mishra.

ARTICLE - VI : DEVELOPER'S RIGHT AND REPRESENTATIONS :

- 6.1 The Developer at his responsibility will have to get the sanction Plan from the Howrah Municipal Corporation Authority and shall start construction of the building within one month from the date of sanction of the Building Plan from the Howrah Municipal Corporation.
- 6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation, design and sanctioning of the said plan by the Developer.

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- 6.3 At his own cost to obtain all necessary permission and/or approval and consent.
- 6.4 To incur and pay all costs, charges and expenses for obtaining the permission from the Authority/Authorities concerned.
- 6.5 To bear all costs, charges and expenses for construction of the building at the said premises including soil testing.

ARTICLE - VII : OWNER'S ALLOCATION :

- 7.1 The Developer shall at his own costs, construct, erect and complete the building in all respect and shall allocate the Owner his allocation of the total built-up area as described above with the right, title, interest in common facilities and amenities at the said premises and the said portion together with proportionate share of land. The floor would be marble/glazed tiles and outside walls sand-cement plaster and inside will would be plaster of Paris/Putti with attached bath and privy, doors, windows and etc. All floors would be constructed one after another. It is mentioned herewith that after obtaining Building Sanction Plan, the Owner and the Developer with discussion shall execute a supplementary agreement between themselves for their respective allocation of respective shares, if situation demands.

ARTICLE - VIII : DEVELOPER'S ALLOCATION :

- 8.1. In consideration of the above, the Developer shall be entitled to total construction area excepting Owner's allocated portion to be constructed at the said premises together with the proportionate undivided proportionate share on the said land with the right of user of common facilities and amenities. However the Developer shall be entitled at his own responsibility to enter into Agreement

for Sale and transfer in his own name or in the name of his nominee and to receive and realize and collect all moneys in respect of his share only thereof and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement, it will not be obligatory on the party of the Developer to obtain consent of the Owner as Confirming Party.

ARTICLE - IX : PROCEDURE :

- 9.1 The Owner shall grant to the Developer a Registered Power of Attorney after registration of Development Agreement as may be required for the purpose of obtaining necessary permission from the different authorities in connection with the construction of the building and also for pursuing the follow-up of the matter with the statutory body and other authorities.
- 9.2 Notwithstanding grant of Power of Attorney by the Owner in favour of the Developer and delivery of possession of the said premises, no action of the Developer under this Power of Attorney shall in any manner fasten or create any financial or any other liabilities of any kind whatever upon the Owner.

ARTICLE - X : CONSTRUCTION -

- 10.1 The Developer shall be solely and exclusively responsible for construction of the said building.
- 10.2 The existing structure and all the materials arising consequent to the demolition of the existing building and/or structure of the said property shall belong to the Developer and he shall cause the same to be removed at his own costs.

ARTICLE - XI : BUILDING -

- 11.1 The Developer at his own cost construct, erect, and complete the building and the common facilities and also amenities at the said premises in accordance with the Plan with good and standard quality of materials.
- 11.2 The Developer shall install and erect in the said building at his own costs as per the specifications and also as per drawings provided by the Architect, Pump Water storage tanks, overhead reservoir, electrification, permanent electric connection from the CESC and electrification in the building and also in the respective flats through electrical wiring, water and other facilities as are required to be provided in a Commercial and Residential multi-storied building in Ownership basis or otherwise.
- 11.3 The Developer shall borne the entire cost of construction including Architect's fees and fees for building Plan to be sanctioned from the Howrah Municipal Corporation without creating any financial or other liabilities on the part of the Owner regarding the construction.
- 11.4 The Developer shall complete the building with outside plastering and with decent colourings of the outside of the building in a total complete condition.

ARTICLE - XII : COMMON FACILITIES :

- 12.1 The Developer shall pay and bear all Corporation Taxes and other dues and impositions and outgoing in respect of the said premises accruing due as and from the date of sanction of the building plan till hand-over of the possession within the stipulated period in favour of the Owner as well as other flat Owners. But if any dues

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made by the Developer of the previous due all such payment shall be adjusted from the Owner's consideration or the Owner will refund the same without interest to the Developer before final payment.

- 12.2 After the completion of the total construction, the Developer and the Owner including his assigns will bear the cost of common facilities and maintenance charges like maintenance cost of lift, if any, Durwans, Pump Motor and Electric Charges in the common areas in proportion of their respective possession including proportionate share of premium for the insurance of the building, if any, water, fire and scavenging charges etc.

ARTICLE - XIII : LEGAL PROCEEDINGS :

- 13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings, which may arise in respect of the Development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owner shall be borne and paid by the Developer alone.

ARTICLE - XIV : DEVELOPER'S INDEMNITY :

- 14.1 The Developer hereby undertakes to keep the Owner indemnified against all Third Party claim and actions arising out of any sorts of act of commission of the Developer or relating to the construction of the building.
- 14.2 The Developer hereby undertakes to keep the Owner indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the said premises and/or in the manner of construction of the said building and/or any defect therein.

14.3 The Developer will avail off the facilities of the right of the common passage as mentioned in the said schedule and plan annexed thereto in the document.

ARTICLE - XV : MISCELLANEOUS :

- 15.1 The Owner and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constitutes as an Association or persons.
- 15.2 The Owner hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter provided that those would not in any way infringe on the right of Owner and/or against the spirit of this Agreement.
- 15.3 The Developer shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agrees to abide by the Rules and Regulations of such management society, Association, holding organization and hereby give his consent to abide by the same. The Developer shall also confirm the specifications of the building materials and fittings and mode of flooring, plastering, colourings, wirings, etc. with the Owner in details on agreed terms.
- 15.4 It is expressly agreed by the Owner that at all times he will not cancel the said agreement without showing any reasonable ground or lawful excuse against this agreement of Development and if the Owner strict to cancel the agreement, then the Owner shall have to pay the entire expenses incurred by the Developer which shall be ascertained by two expert valuer for both parties including

overhead costs and profit at that time and such compensation shall be made clear at once at the time of cancellation of the agreement, otherwise the agreement shall be valid.

15.5 The name of the building will be settled later.

15.6 As and from the date of completion of the building, the Developer and/or his transferees and the Owner and/or his transferees and their successors shall each be liable to pay and bear proportionate charges on account of rent and Tax and other taxes payable in respect of their respective areas and/or share of the built-up area. An Executive Committee would be form comprising the persons concerned for the proper maintenance of the said building/ apartments.

15.7 There is no existing Agreement regarding Development or sale of the said premises and that all other arrangements, if any, prior to this agreement have been canceled and are being suspended by this agreement.

15.8 It is expressly agreed by and between the parties hereto that the right, title and interest over the above the top roof will be in the custody with the Developer and the Owner proportionately. The top roof would be covered by surrounding boundary walls with the appropriate height by bricks with proper plaster accompanied by matching colour.

15.9. If Howrah Municipal Corporation or any other concerned authorities grants, further sanction, Developer can construct further construction on the top floor of the building and that case the Owner will be entitled to their share with that ratio portion means 40% of the constructed area including super built-up area.

- 15.10 If soil test proves this land needs piling for construction work, the cost will be divided equally by both parties.
- 15.11 The Developer will construct boundary wall and at that time, if any dispute arises, the Developer will inform the same to the Owner and the Owner will settle the dispute by their joint endeavour.
- 15.12 Regarding any dispute in the title of the said property, the Owner will clear all the disputes.
- 15.13 The First party will hand-over all the requisite documents to the Second Party or his lawyer upon receipt and the Second Party or their lawyer will return back the same the First Part upon expiry of this Agreement.
- 15.14 The Second Party will not allow to do any type of immoral activities whereby the Owner as well as the neighbourers are prejudicially affected.
- 15.15 This agreement is binding upon all the legal heirs and successors of both the parties.
- 15.16 All documents in respect of construction shall be approved by the Advocate Rabin Kumar Karmakar including registration in respect of Developer's consideration.
- 15.17 Both parties are entitled to Specific Performance of Contract if occasion arises.

ARTICLE - XVI : FORCE MAJEURE -

- 16.1 The Developer as well as the Landlord shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.

RNN
Pdv.

16.2 Force majeure shall mean flood, earth-quake, riot, war, tempest, civil commotion and/or any other act or commission beyond the reasonable control of the Developer.

ARTICLE - XVII : ARBITRATION -

17.1 If at any time any dispute shall arise between the parties hereto regarding the construction or violation of any of the terms and conditions herein contained or abridging these presents or determination of any liability of any of the parties under this Agreement, both parties shall first try to settle the dispute amicably by discussion among themselves and if not possible, the same shall be referred to the Arbitration and their joint decision shall be deemed to be a reference within the meaning of the Indian Arbitration & Reconciliation Act, 1996 or any statutory enactment or modification thereunder and the said Arbitrators will be nominated by each of the parties. In case of differences with the reference of the Arbitrator, the Arbitrator will appoint an Umpire and his decision is final, and binding upon the respective parties.

FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT the piece and parcel of Mekarari Moursashi Bastu land containing an admeasuring area about 10 Cottahs 03 Chittaks 29 Sq.ft. with 200 Sq.ft. R.T.S. standing thereon comprised within Sheet No. 82, R.S. Dag No. 70, R.S. Khatian No. 57, within Mouza- Shibpur, J.L. No. 1, at present H.M.C. Holding No. 73, Bangal Para 2nd Bye Lane, within H.M.C. Ward No. 41, within P.S. Old- Shibpur, New- A.J.C. Bose B.Garden Police Station, within Additional District Sub-Registry Office, District Sub-Registry Office and District- Howrah, Pin- 711109, along with all easement rights which is butted and bounded in the manner as follows:-

- On the North : Part of Holding No. 73, Bangalpara 2nd Bye Lane;
 On the South : Holding No. 63/3/1 and 63/3/2, Bangalpara 2nd Bye Lane;
 On the East : Holding No. 74, Bangalpara 2nd Bye Lane;
 On the West : 12' feet wide Municipal passage namely Bangalpara 2nd Bye Lane.

SPECIFICATION SCHEDULE

- 1) Marble Flooring within 6 inches skirting. ISI Rod.

Bathroom Flooring - Marble with 6 inches skirting with 6 feet height glazed tiles.

Kitchen - Cooking Platform Black Stone top and 2 feet Glazed tiles above cooking platform.

2. Steel windows with glass, handles and stopper.
3. Concealed electric wiring -
 Bed Room - 5 Points each with 1 No. 5 Amp. Plug Point.
 Hall - 3 Points with 15 Amp. Plug point.
 Kitchen / Bathroom - Three points in each place.
 Balcony / Main Gate - One point in each place.
4. Inside walls and Ceiling Finished with plaster of Paris.
5. Wooden Door frame and commercial flush doors, main door will be of standard commercial ply.

Brick Work - Outside, 8" partition of flat, 5" inside partition between two rooms 3".

Water supply - concealed water pipe line with one shower, one tap water and one at the pan with cistern point in bathroom and two points in kitchen.

IN WITNESS WHEREOF the parties hereto signed on this Agreement at Howrah on this day, month and year first above written in the presence of :

Signed, Sealed and Delivered
In the presence of :

Witnesses:-

1. Anil Kumar Das
Howrah Court

✓ Subhendu Bikash Mishra

Signature of the First Party.

2. Animesh Das
Howrah Court

UNIQUE CONSTRUCTION
Md. Shahid.
Proprietor

Signature of the Second Party.

3. Shyamal Mishra
62/8 Andal 1st Bye lane
as. Shibpur. Howrah - 7

Drafted by me and prepared
in my sheristha.

Rabir Kumar Karmakar

Advocate.
Judges' Court, Howrah.

Typed by me.
Howrah Court.



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 00549 of 2015
(Serial No. 00629 of 2015 and Query No. 0501L000000718 of 2015)

On 21/01/2015

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.

Payment of Fees:

Amount By Cash

Rs. 22042.00/-, on 21/01/2015

(Under Article : B = 21989/- , E = 21/- , H = 28/- , M(b) = 4/- on 21/01/2015)

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.-78,63,198/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 10020/- is paid , by the Bankers cheque number 844207, Bankers Cheque Date 20/01/2015, Bank : State Bank of India, HOWRAH, received on 21/01/2015

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

Presented for registration at 13.30 hrs on :21/01/2015, at the Office of the D.S.R. HOWRAH by
Sukhendu Bikash Mishra , Executant.

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

Execution is admitted on 21/01/2015 by

1. Sukhendu Bikash Mishra, son of Arun Chandra Mishra , Ps.- A. J. C. Bose B. Garden, 63/8, Andul 1st Bye Lane, Howrah, P.O. :-D. S. Lane, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession : Professionals

2. Md. Shahid Proprietor, Unique Construction, 1, Michel Madhusudan Sarani , Ground Floor, Kolkata, Thana:-Kidderpore, District:-Kolkata, WEST BENGAL, India,
, By Profession : Business

Identified By Rabin Kumar Karmakar, son of . . , Howrah Court, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession: Advocate.

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH



(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH
Endorsement Page 1 of 1

File of Registration under section 60 and Rule 69.

Registered in Book - I
D Volume number 2
Page from 3843 to 3869
being No 00549 for the year 2015.



(Satiprasad Bandopadhyay) 21-January-2015
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal