

at such price and on such terms and conditions which may be approved at his discretion.

The Purchasers of the covered car parking spaces in Developer's Allocation and the Owners of the covered car parking spaces in Owners' Allocation shall have no objection to the parking of cars in the open spaces within the said premises by the flat owners who have not received allotment of covered car parking spaces due to its limitation. Such allotments shall be without obstruction to the movement of other cars to be parked on covered parking spaces of the building. One or more open car parking space provision shall be made by the Developer at the back side of the building to be covered by asbestos or by tin sheet by the Developer if and when required. The open car parking spaces if any shall be shared between the Owners and the Developer.

Further construction if and when made on the roof shall be divided between the Developer and the Owners in the equal share and no construction or development of any type shall be made on the roof without the written permission of each other.

All profits earned and arising from further developments like civil, mechanical or electrical works or Constructions of all types on the roof, which shall include fittings, fixtures of all sorts shall also be shared by the Developer and the Owners as per mutual settlement.



*On fulfillment of the terms and conditions and settlement of considerations as stated hereinbefore, the Owners and Developer will have no further reciprocal liabilities against each other after allotment and delivery of possession of the said flats and car parking spaces to the Owners and after the said payment of considerations as above mentioned is completed.*

**ARTICLE - VI : MUNICIPAL TAXES, EXPENSES**

*The Owners shall pay proportionate Municipal Tax for their respective flats to the Kolkata Municipal Corporation from the date of delivery of possession of Owners' allocation. The Owners shall not be liable for the Municipal Taxes of the premises in the Developer's Allocation from the date of demolition of previous building. The Developer or its nominee or nominees shall be liable to pay Municipal Taxes assessed for their respective flats. After the completion of the Owners' flats and the building in all respects and after the delivery of possession of Owners' Allocation, the Owners shall pay monthly maintenance charges for common expenses proportionate to the area of their individual flats, the amount of such maintenance charges shall be decided by the Developer after consultation with the Owners, till the Flat-Owners association is formed by all the flat-owners of the newly constructed building; the monthly maintenance charges will be paid in advance by the Owners to the Developer just before taking possession of the flat and also the said advanced amount will be fixed up amicably by both the parties herein at that time.*



**ARTICLE - VII : OWNERS' OBLIGATIONS**

1. The Developer shall from time to time select the Purchasers of flats, and/or units or spaces in the said proposed under construction building and shall enter into an agreement with the purchaser/s to sell to the respective purchaser/s an undivided proportionate share or interest or ownership in the said land with respect to the flats/units to be purchased by them on behalf of the owners for which an appropriate Power of Attorney shall be executed by the Owners in favour of the Developer. It is understood that the Owners shall have no objection to the same.

**WHEREAS** the Owners shall execute Power/s of Attorney in favour of the Developer for entering into Agreement/s with any intending purchaser/s and for construction, development and sell of flats in Developer's Allocation and for execution and registration of Deed of Conveyance in respect of Developer's Allocation. Be it stated here whatever is written in the registered Power of Attorney, the Developer shall not have to credit the consideration in respect of sale of Developer's Allocation in the account of the Owners.

2. The Owners hereby agree to sell and transfer absolutely to the Developer and/or its nominee or nominees or assignee/assignees all that undivided proportionate share or interest or ownership of the said land appertaining to each of the flat/unit or space to be developed as aforesaid, during/after construction save and except the undivided interest in the said land proportionate to the built up area to be retained by the Owners.



3. a. The Developer will also strictly abide by the terms and conditions as stated in this agreement and violation in any manner by the Developer shall not be allowed by the Owners.

It may be mentioned that mutual trust and cooperation between parties hereto is the essence of this agreement. Accordingly sincere and honest efforts must be made by both the Owners and the Developer in exercising rights and power judiciously.

b. That during the continuance of this Agreement the Owners shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said property at the said premises by the Developer.

4. That the Owners shall sign all necessary papers and documents which may be required by the Developer for the purpose of construction and development of the said property in a speedy manner.

5. Immediately after the execution of this Agreement the Owners shall grant a General Power of Attorney in favour of the Developer to facilitate the construction of the building as per plan to be sanctioned by the K.M.C. and authorizing him to sell the flats, open or covered car parking spaces in Developer's Allocation. The Owners or their legal heirs shall grant the General Power of Attorney in favour of the Developer authorizing the Developer to enter into Agreement with intending Purchaser/Purchasers to sell, transfer, convey all that proportionate share of land together with constructed flats, car



parking spaces, other spaces built up on the said land (except for the Owners' Allocation and share of land attributable to their allocation) in favour of the Purchaser/s and to receive all earnest moneys and all payments as consideration money for flats, car parking spaces and other units of spaces and execute, sign and register such Deed of Conveyances in respect of all flats, car parking spaces and other spaces in Developer's Allocation and also to execute and register Agreement or Agreements. The validity of such Power of Attorney shall be till the completion of all sales of all units and flats to the Purchasers by the Developer.

6. Immediately after that start of construction of the building on the said land, the Owners shall not have any right, title and interest, claim or demand whatsoever or howsoever in respect of the Developer's share of allocation with regard to implementation of this Agreement and the Owners shall not in any way hamper or obstruct the works to be carried out by the Developer. The Owners shall at all times cooperate in the manner required to confirm the Agreement/sell, transfer, execute by the Developer with/to the intending purchasers of the flats/spaces.

7. The Owners shall deliver or cause to be delivered to the Developer's Advocate within reasonable time from the date hereof on their accountable receipts all original copies of title deeds and other legal papers for speedy implementation of the project. The Developer's Advocate namely Sri. Arindam Maity shall hold the same as custodian till the requirement exists.



**ARTICLE – VIII : DEVELOPER'S OBLIGATIONS**

1. The Developer shall construct the said buildings in terms of this Agreement and in accordance with the building plans to be duly sanctioned by the Kolkata Municipal Corporation.
2. The Developer shall complete the building approximately within a period of 12 (twelve) months from this date. If the Developer fails to deliver the possession of the newly constructed flats of the Owners' Allocation within the said 12 months, as aforesaid, then in the event, the Developer shall pay Rs. 15,000/- (Rupees Fifteen Thousand only) per month by way of damages to the Owners till the period of handing over possession of Owners' Allocation. The Developer shall issue a notice giving 15 (fifteen) days time for taking delivery of possession of completed flats and the Owners shall take delivery of possession accordingly. If the Owners fail to take possession within the aforesaid period it will be presumed that the Owners have received possession of their allocation.
3. The Developer shall pay and bear all Municipal Taxes and other taxes payable for the vacant land from the date of his taking possession of the said vacant land till the date of delivery of possession of the said flats to the Owners as hereinbefore stated. From the date of delivery of possession of the said flats to the Owners, the Owners shall be liable to pay their proportionate share of Municipal Taxes and



other Taxes and the Developer or the purchasers of flats shall pay taxes for the remaining portion of the building. All taxes, rates, outgoings and impositions till the date of giving vacant possession with regard to the said land shall be paid by the Owners.

4. The Developer will be sole responsible and liable to pay for medical treatment and compensation, if required, to the person/persons staying and working in the construction site w.r.t. occurrence of any accidents or untoward incidents, causing temporary or permanent physical disablement or death to any person/persons which may occur during demolition of the existing building and also construction of the proposed Building.
5. Photocopy of documents and papers such as Sanctioned Plan, Completion Certificate from competent authorities and other such documents, if any, to be submitted by the Developer to the Owners after the same are obtained and after the building is completed.

**ARTICLE - IX : RESTRICTIONS**

1. The Developer during construction shall abide by all laws, rules and regulations of Government, Local bodies and/or other authorities and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations



and in this respect the Owners shall not have any responsibility and/or liabilities whatsoever of any nature or kind.

2. The Owners must become the members of the Flat Owners' Association (registered or unregistered) and shall abide by all bye-laws, rules and regulations of the Association/Society that may be formed in due course in respect of the said building by the Flat Owners of the said building.
3. After getting possession of flats the Owners shall contribute reasonably to the common electric bill and in a proportionate manner till the time individual meter to their flats are installed. The electric charges per unit shall be as charged in the relevant bills by the concerned authorities.
4. The Developer shall carry out the installation of individual electric meters for the Owners at the cost and expenses of the Owners as charged by the electrical contractors and as per estimated bill of CESC. The Owners will not pay any amount to C.E.S.C. or other agencies for installation of 3 Phase Common Meter to be used in the building for common purposes.
5. The car parking space below the roof of the building shall be numbered before the possession is handed over to the Owners.
6. The Owners shall not cause obstruction or throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or in the



staircase landings, compounds, corridors or any other portion of the building.

7. All extra civil, flooring and other works carried out by the Owners shall be carried out through the Developer only for technical reasons and all extra work payments calculated at the market rate shall be paid by the Owners to the Developer before taking possession of the said flats.

**ARTICLE - X : TITLE INDEMNITIES**

1. The Owners declares that they have good and marketable title to the said property without any claim, right, title interest of any other persons at the said property in the manner as aforesaid and that they have good right and full power to enter into this Agreement with the Developer and there is no other agreement with any other person / firm / persons / company / entity.
2. The Owners hereby further declare that they have not entered into any other Agreement for sale, lease or otherwise transfer in any manner whatsoever with any body else be it a person or persons, firm(s), company etc. in respect of the said property. The Owners of the said property having good and marketable title as aforesaid and have full power to enter into this Agreement.
3. The Owners hereby declare that the said property is free from all and any manner of lispens, charges, claims, encumbrances or



mortgages whatsoever. The Owners hereby undertakes to indemnify and keep indemnified the Developer from and against any and all mortgages or any third party possessory rights in the property. The Owners hold the said property within the Ceiling Limit as laid down in the Urban Land (Ceiling & Regulations) Act, 1976.

4. Owners hereby declare and agree that this Memorandum of Agreement shall continue to be legally valid and enforceable even after the demise of any of Parties herein and shall be legally binding on the legal heirs of the Parties herein who have signed or have affixed their thumb herein till the completion, sell and delivery of possession of all units/flats.
5. The Owners hereby declare that the Developer shall be entitled to construct and complete the building within 12 months unless prevented by fire, force majeure such as strike, accidents, riots and other unavoidable reasonable and unforeseen causes and Acts of God.
6. The Developer shall after this Agreement be entitled and shall have the absolute right to transfer, sell, lease out or assign the flats/units of the spaces, parking spaces in the ground floor in Developer's Allocation together with proportionate share of undivided land to any intending purchaser or purchasers without any interference from the Owners or any person/persons claiming through or under the Owners keeping the owners allocation unencumbered. However the Owner's Allocation shall



be duly handed over in favour of the owner's immediately after completion of the project.

7. The Developer undertakes to keep the Owners indemnified from and against all third party claims and actions arising out of any commission or omission of the Developer in or relating to the construction of the said building.

**ARTICLE - XI : COMMON AREAS / AMENITIES**

1. Stair case on all floors and stair case landing on all floors.
2. Water pumps, underground and overhead water tanks or reservoir and other plumbing installations.
3. All Electrical equipments, wirings, motors, electrical fittings (except those which are installed for any particular unit).
4. Cable T.V. and Telephone point and box at the ground floor and other common areas.
5. Drainage and sewers.
6. Parapet and Boundary walls and main gate for entrance.
7. Roof.



8. Such other fittings, equipment and fixtures which shall be commonly used or supposed to be commonly used by the flat owners.
9. W/C, Toilets at the Ground Floor for servants and Watchmen.
10. Watchman Room at Ground Floor.
11. Lift, Lift Machine Room and other common spaces inside the building other than car-parking spaces.

**ARTICLE - XII : COMMON EXPENSES**

1. The expenses of maintaining, repairing, redecorating and renewing the main structure and walls thereof and in particular the drainage system, sewerage system, rain water discharge arrangements, water and electricity supply system to all common areas mentioned in ARTICLE - XI hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure outer walls and common areas of the building.
3. The costs of maintenance in cleaning and lighting the entrance of the building, the passages and spaces around the building, lobby stair case and other common areas.



4. *Salaries of all persons and other expenses for maintaining the said building.*
5. *Corporation Taxes, Water Taxes, Insurance Premium and other taxes and outgoings whatsoever as may be applicable and/or payable on account of the said premises.*
6. *Such other expenses as may be necessary for or incidental to the maintenance and upkeep of the premises and the common areas and amenities.*

**ARTICLE – XIII : BINDINGS**

1. *The Owners and the Developer have entered into this Agreement purely on a Principal to Principal basis and this Agreement shall be binding on the heirs, executors, representatives of the parties hereto.*
2. *It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds, matters and things not herein specified or referred to may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed by the Owners relating to which no specified provisions have been made herein. The*



Owners hereby permit, authorize and empower the Developer to do all such acts, deeds, matters and things on their behalf for speedy implementation and completion of this project. The Owners shall execute all such additional Powers of Attorney and/or other authorization(s) as may be required by the Developer for the purpose and for speedy implementation of this Agreement and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose at the costs and expenses of the Developer.

3. Upon completion of the building, the Owners at the request of the Developer shall execute appropriate deeds/conveyances for proportionate share of land with respect of flats/car parking spaces and other spaces in favour of the Developer and/or its nominated transferee/purchasers. The Developer by virtue of the said Power of Attorney shall also be entitled to execute sign and register such Deed of Conveyances. The stamp duty, transfer charges including registration fees payable for the transfer shall be borne by the transferee/s.



4. On and from the date of completion of the building the Developer or its nominated transferee or purchaser of flats/units of spaces or car parking spaces and the Owners and/or their nominated transferees shall each be liable to pay and bear proportionate charges on account of Municipal Tax, Wealth Tax and other taxes and all charges and impositions as well as common expenses payable in respect of the flats/car parking spaces in Developer's allocation.
5. The name of the proposed building will be decided mutually between the owners and developer.

**ARTICLE - XIV : ARBITRATION**

In case of any dispute between the parties hereto it shall be referred to an mutually appointed Arbitrator. The decision of the Arbitrator shall be final and binding on both the parties. Arbitrator shall be entitled to proceed summarily and give award/s under the provisions of New Arbitration Act

**ARTICLE - XV : JURISDICTION**

Appropriate Courts at Alipore, District : 24 Parganas (South) or Calcutta High Court shall have the jurisdiction to the entertain all disputes and actions between the parties herein.



THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of bastu land measuring 5 Cottahs 03 Chittaks and 38 Sq. feet together with dilapidated structure measuring more or less 400 sft. standing thereupon lying and situated in the District - South 24 Parganas, Pargana- Balia, Mouza - Behala, Police Station - Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No - III and Mailing Address. 384, Parnasree Pally, P.S. Parnasree, Kolkata - 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and it is butted and bounded in the following manner :-

ON THE NORTH : Samity Plot No. 386.

ON THE SOUTH : 30 feet wide K.M.C. Road..

ON THE EAST : Samity Plot No. : 383.

ON THE WEST : Samity Plot No. 385.



**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(STANDARD SPECIFICATIONS)**

1. **CONSTRUCTION** :-

R.C.C. Frame structure with brick wall set with cement mortar.

2. **FLOORING** :-

All floors inside of the flats will be 2' X 2' vitrified tiles.

**TOILET AND KITCHEN FLOORING** :-

Toilet shall have anti skate flooring tiles and kitchen to have deep coloured vitrified tiles.

3. **DOORS** :-

Frame : Shall be made of Sal wood.

Shutter :

a) Toilet Doors : PVC Doors and frames (standard quality)

b) Entrance Door : To be made of natural wood of good quality.

c) All other doors : 35 mm. thick hot pressed phenol bonded flush door with both sides commercial ply.

Door fittings : 9" tower bolt from inside and 6" tower bolt from outside and 4/5 lever Godrej make night latch, door eye viewer to be provided on the entrance door.

4. **WINDOWS**:- Window will be made of Aluminium frame with 3 Channel sliding shutters with m.s. grill of our design and will be fully glazed with 4 mm. smoked glass.

Projected concrete and brick work box windows to be provided.

5. **ELECTRICAL** :-

Concealed wiring in P.V.C. pipes with Finolex copper wires to be provided.



Bed Room : 2 Nos. Light Point; 1 No. Fan Point; 1 No. 5 Amp. Plug Point on main Switch Board and near the bed side. One no. A.C. Point to be provided in one of the bedroom.

Kitchen : 1 No. 5 pin/ 15 amp. Plug point, 1 no. light point, 1 no. exhaust fan point/Chimney pt., 1 No. 5 amp. Plug Pt. for water purifier.

Toilet : 1 No. Light point, 1 No. Exhaust Pt., 1 No. 15 Amp. Plug point for Geyser

Dining and

Living : 1 No. Telephone Point; 1 No. T.V. Plug Point with concealed P.V.C. pipe for cable T.V. Connection; 1 No. 15 Amp. Fridge point; 2 Nos. Fan points; 4 Nos. Light Points; 1 No. 5 Amp. Plug point on Switch Board and 1 No. 5 Amp. Plug Point near Dining Table or near Sitting Arrangements.

Balcony : 1 No. light point.

Telephone : 1 No. Telephone point with to be provided.

6. **FINISHING** :-

Inside finishing for Walls : Plaster of Paris on the inner surface of Walls and ceiling of all rooms.

Inside Doors : Two coats of Wood Primer.

Grill : 1 coat of Primer and 2 coat of Synthetic white enamel paint.

Balcony Wall : Balcony walls to be painted with 2 coats cement based paint.

Toilet :

a) Toilet walls shall be provided with 12" x 10" glazed tiles upto



6'-6" height from floor level.

- b) Parryware porcelain fittings to be provided in all toilets.
- c) Essco Chromium plated brass fittings to be provided in all water lines. Telephone shower to be provided.

**Kitchen :**

- a) Kitchen platform will be made up of Marble and Kitchen sink will be 14" x 20" stainless steel sink.
- b) Kitchen platform wall will be covered by 12" x 10" glazed tiles upto a height of 2'-0".
- c) 1 No. Bib cock in sink and 1 no. Bib cock at washing place (Essco make) below sink to be provided.
- d) 1 No. water connection for water purifier shall be provided.
- e) Shelf/ Shelves below/above kitchen platform shall be provided at an extra cost.

7. **GENERAL :-**

Stair case and staircase landing/floor to be completed with Marble finish. Ground floor common walls and ceiling to be painted with 2 coats white wash after sand plastering. Staircase walls to have plaster of paris finish.

External walls to be painted with good exterior paint and of standard make. Light fittings to be provided in appropriate places of common areas.



All ground floor common flooring including the common rooms shall have I.P.S. flooring. The roof shall be treated with 1 1/2" thick 1:2:4 concreting with water proofing compound and roof tiles provided.

Over head water (10" thick B/W) tank, under ground (10" thick B/W and casted) water tank to be provided and treated with 1:2:3 concrete layer plastering from inside with water proofing compound and properly neat cemented and outside painting properly done.

Water : K.M.C. water to be provided.

**Others:**

Septic tank, water tank, overhead water tank, watchman room and common toilet shall be common for all Flat-owners.

Lift of good make including all fittings and arrangements to be installed.



IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hand and seals on this the day, month and year first above written.

SIGNED AND DELIVERED at Kolkata

In the presence of WITNESSES :

- 1) Bikesh Chandra Roy  
Saramukhi Krishnagar,  
post: Ashuti.  
24 parganas (South)
- 2) Suchandra Dey  
34/1, M.B Road,  
Kolkata - 700060

Jhanshik Lahiri  
Nibedita Lahiri

\_\_\_\_\_  
SIGNATURE OF THE VENDORS

For PRIME PROJECT CONSTRUCTIONS

Amitav Ganguly  
Proprietor

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

Drafted by :

Arindam Maity  
Arindam Maity  
Advocate

WB/1788/2010

Alipore Judges Court  
Kolkata - 700027



MEMO OF CONSIDERATION

RECEIVED of and from the written named Developer the sum of  
Rs. 1,00,000=00 (Rupees One Lakh Only) only being the adjustable  
Earnest Money payable under these presents as per memo below :-

Date	Pay Order / Cheque No.	Drawn on	Amount (Rs.)
21.09.2018	051906	The Federal Bank Ltd., Behala Branch	1,00,000=00

( Rupees One Lakh only)

Witnesses :

1. Bikash Chandra Roy,

2. Suchandra Dey

Jenshish Lahiri  
Nibedita Lahiri

Signature of the Owners



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2022, Page from 187266 to 187321

Serial No 160705411 for the year 2022.



Digitally signed by SANDIP BISWAS  
Date: 2022.04.21 13:49:31 +05:30  
Reason: Digital Signing of Deed.

*Sandip*

Sandip Biswas) 2022/04/21 01:49:31 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)