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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 246233

24.07.13  
9NO-13514/13  
6.50pm



Purabi Ghosh



Samiran Mazumdar



Sub-Registrar

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

Adtl. Dir. Sub-Registrar  
Alipore, South 24 Parganas

25 JUL 2013

THIS AGREEMENT is made on this 24<sup>th</sup> day of July Two Thousand and Thirteen BETWEEN (i) PURABI GHOSH (Income Tax PAN APR60903R), wife of Late Nipendra Nath Ghosh and (ii) SAMIRAN MAZUMDAR (Income Tax PAN AFHPM8855K) son of Late Panchanan Mazumdar all of No. 2/1D, Gobinda Auddy Road, PS Chetla, Kolkata 700 027 hereinafter jointly referred to as the "said PARTIES HERETO OF THE FIRST"



Purabi Ghosh



Samiran Mazumdar

CN

64479

V. E. DESPERSED WITH  
Addl. Dist. Sub-Registrar  
Alipore, South 24 Pgs.

SANJAY KUMAR BAID  
Advocate,  
8, Old Post Office Street,  
Kolkata - 700 001

NAME		
ADDRESS		
RS		
- 3 AUG 2011		
SURAJ K. MUKHERJEE		
Licensed Stamp Vendor		
C. C. Road		
283, E. S. Road		

FOR JUPAL CHANDRA P. L. L.  
*[Signature]*  
Director

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FOR GOPAL ENLAVE PVI. L. L.  
*[Signature]*  
Director

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Swida Moudal.



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S. Majumdar

ADDL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PGS.
24 JUL 2013
Signature.....



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Purabi Ghosh.



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*[Signature]*

*[Signature]*

Trilok Chand Naita  
S/o Late Mahab Prasad Naita  
46, Sreedhar Roy Road  
Kolkata - 700 039



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 246276

**PART** of the **FIRST PART AND** (i) **DIPALI MAZUMDER** (Income Tax PAN ASJPM6466B) wife of Late Rabindra Nath Mazumder, (ii) **RAJIB MAZUMDER** (Income Tax PAN AERPM6942C) son of Late Rabindra Nath Mazumder both presently residing at Flat No. 3B, Pratiksha, 12/114B, Prince Anwar Shah Road, Kolkata 700 068 and (iii) **DEBASIS MAZUMDER** (Income Tax PAN ADKPM7986J) son of Late Rabindra Nath Mazumder presently residing at House No. B – 5, Cluster – 2, Sector – 3, Purbachal, Salt Lake, PS Bidhannagar, Kolkata 700 097 hereinafter collectively referred to as the



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SANJAY KUMAR RAID  
8, Old Post Office Street  
Kolkata - 700 001

NAME.....  
 ADD/ADV.....  
 PS.....

- 3 AUG 2011

**SURANJAN MUKHERJEE**  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, N. S. Roy Road, Kolkata

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3 AUG 2011



ADDL. DIST. SUB-REGISTRAR  
 ALIPORE, SOUTH 24 PGS.

24 JUL 2013

Signature.....

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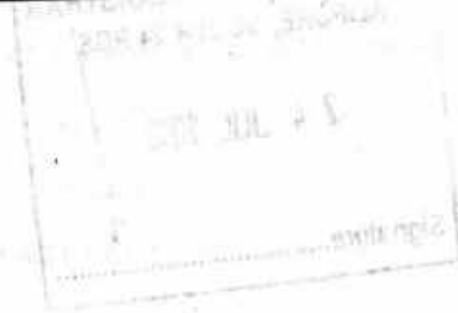
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INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 996328

"said PARTIES HERETO OF THE SECOND PART" of the **SECOND PART AND**  
**GOPALA ENCLAVE PRIVATE LIMITED**, (Income Tax PAN AADCG0726F) a company  
within the meaning of the Companies Act, 1956 and presently having its registered office  
situate at No. 77, Peary Mohan Roy Road, Kolkata 700 027 PS Chetla and is herein  
represented by two of its directors **Shri Vivek Ruia** and **Shri Ricky Chandra**,  
hereinafter called the "DEVELOPER" of the **THIRD PART**:



(1)

CV

64472

SANJAY KUMAR BAIJ  
Advocate,  
B. C. P. Office Street,  
Kolkata - 700 001

2e 207 -  
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NAME  
ADD/ADV  
RS  
- 3 AUG 2011  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, ...

- 3 AUG 2011



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
24 JUL 2013  
Signature.....

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

48AA 925266

WHEREAS:

- A. The Parties hereto of the First Part are absolutely seized and possessed of or otherwise sufficiently entitled to as absolute owners of **ALL THAT** the piece or parcel of land measuring about 02 Cottahs 10 Chittacks and 13 Sq. ft. be the same a little more or less together with the two storied building standing thereon and lying situate at and/or being municipal premises No. 2/1D, Gobinda Auddy Road, Kolkata 700 027, Police Station Chetla (formerly New Alipore) (hereinafter referred to as the **FRONT PROPERTY**) and is more fully and particularly mentioned and described in the **PART - I** of the **FIRST SCHEDULE** hereunder written.

appearing.

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BANJAY KUMAR BAID  
B, Old Post Office Street  
Kolkata - 700 001

Handwritten scribbles and numbers: 20, 50, 10, 200

NAME.....  
ADD/ADV.....  
RS.....  
- 3 AUG 2011  
SURANJAN BANERJEE  
S. K. S. Road  
C. C. Court

3 AUG 2011




ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

24 JUL 2013

Signature.....



- B. The Parties hereto of the Second Part are absolutely seized and possessed of or otherwise well and sufficiently entitled to as absolute owners of **ALL THAT** the piece or parcel of land ad-measuring about 06 Cottahs 03 Chittacks and 25 Sq. ft. be the same a little more or less together with a kutchha structure standing thereon and lying situate at and/or being municipal premises No. 2/1D/1, Gobinda Auddy Road, Police Station Chetla (formerly New Alipore), Kolkata - 700 027, (hereinafter referred to as the **REAR PROPERTY**) and is more fully and particularly mentioned and described in the **PART - II** of the **FIRST SCHEDULE** hereinafter written.
- C. The said Front Property is abutting the main Gobinda Auddy Road and the said Rear Property is situated on the back of the said Front Property with access through 04 feet wide passages on both the eastern and the western sides of the said Rear Property.
- D. The said Parties hereto of the First Part and the said Parties hereto of the Second Part are wherever the context so permits collectively referred to as the **JOINT OWNERS** and the said Front Property and the said Rear Property are jointly hereinafter wherever the context so permits referred to as the said **PREMISES** (morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).
- E. The Joint Owners have collectively formulated a proposal for development of their respective property together jointly and as such for the same have approached the Developer who shall directly take up the development of the said Premises under the strict supervision and guidance of trained and qualified professionals who are specialist in like property development and have the requisite experience, resources, contacts, finance and strategies and also has the necessary expertise and knowhow and the requisite financial solvency to construct a new multistoried building upon the said Premises subject to the grant of amalgamation and sanction by the Kolkata Municipal Corporation in accordance with the prevailing Laws and Rules of the Kolkata Municipal Corporation and upon the terms and conditions as are hereinafter appearing.
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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO** as follows: -

1. This agreement shall be deemed to have commenced on and with effect from the day month and year first above written and remain in full force and virtue until such time the respective parties hereto have fulfilled their respective obligations in terms hereof.
2. Unless it is contrary or repugnant to the context the following words shall have the following meaning:
  - 2.1 **PARTIES HERETO OF THE FIRST PART** shall mean and include (i) **PURABI GHOSH** and (ii) **SAMIRAN MAZUMDAR** and both of their respective heirs, executors, administrators, legal representatives and assign/s;
  - 2.2 **PARTIES HERETO OF THE SECOND PART** shall mean and include (i) **DIPALI MAZUMDER**, (ii) **RAJIB MAZUMDER** and (iii) **DEBASIS MAZUMDER** and each of their respective heirs, executors, administrators, legal representatives and assign/s;
  - 2.3 **JOINT OWNERS** shall mean and include collectively the Parties hereto of the First Part and Parties hereto of the Second Part;
  - 2.4 **DEVELOPER** shall mean and include **GOPALA ENCLAVE PRIVATE LIMITED** and its successors, successors – in – interest, nominee/s and assign/s;
  - 2.5 **ARCHITECT** shall mean and include **MR. ANJAN UKIL** of No. P-523, Raja Basanta Roy Road, Kolkata 700 029 or such person or firm who may be appointed as architect of the building by the Developer.
  - 2.6 **FRONT PROPERTY** shall mean and include the municipal premises No. 2/1D, Gobinda Auddy Road, Kolkata - 700 027, PS. Chetla;
  - 2.7 **REAR PROPERTY** shall mean and include the municipal premises No. 2/1D/1, Gobinda Auddy Road, Kolkata - 700 027, PS Chetla;
  - 2.8 **PREMISES** shall collectively mean and include the Front Premises and Rear Premises and is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written;
  - 2.9 **NEW BUILDING** shall mean the proposed multistoried building to be constructed at the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for construction on the said Premises.

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- 2.10 **PLAN** shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at the said Premises with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer;
- 2.11 **JOINT OWNERS' ALLOCATION** shall mean and include the four (04) Nos. of demarcated flats on the first to the fourth floors of the said New Building together with 45% of the ground floor of the said Building. The ground floor forming part of the Joint Owners Allocation shall be divided and demarcated equally amongst the Parties hereto of the First Part and Parties hereto of the Second Part i.e. the Parties hereto of the First Part shall be entitled to 22.5% and the Parties hereto of the Second Part shall be entitled to 22.5%. The details of the Joint Owners' Allocation are morefully and particularly mentioned and described in **PART – I** of the **THIRD SCHEDULE** hereunder written.
- 2.12 **DEVELOPER'S ALLOCATION** shall mean and include the remaining flats to comprise of the first to the fourth floors of the said New Building together with 55% of the ground floor of the said Building. The details of the Developer's Allocation are morefully and particularly mentioned and described in **PART – II** of the **THIRD SCHEDULE** hereunder written.

3. **OWNERS REPRESENTATION:**

- a) That the Joint Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises as absolute owners thereof.
- b) That no one other than the Joint Owners have any right, title, interest, claim and/or demand over and in respect of the said Premises or any part thereof.
- c) That the said Premises is free from all encumbrances, charges liens, lispensens, attachment, trusts, mortgages, tenancies, trespass, acquisitions, requisitions whatsoever and/ or howsoever.
- d) That the said Joint Owners or any one of them do not hold any excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976.
- e) That the Joint Owners nor any one of them have not entered into any agreement for sale and/or transfer in respect of the said Premises.
- f) That all municipal rates, taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by

the Joint Owners and the Joint Owners shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses in respect of the said Premises or any part thereof upto the date of execution of these presents.

- g) There is no bar or impediment legal or otherwise in the Owners or any of them entering into this agreement.
- h) There is no acquisition or requisition proceeding pending in respect of the said Premises or any part thereof.

4. The Developer has fully relied upon the aforesaid representations made by the Joint Owners and believing the same to be true and acting on good faith thereof has agreed to undertake the development of the said Premises for the consideration and on the terms and conditions hereinafter appearing.

5. **JOINT OWNERS' RIGHTS:**

- a) The Joint Owners shall upon completion of the construction erection and completion of the said Building be entitled to the said Joint Owners' Allocation in the manner as is herein before written and each one of them shall be entitled to deal with the same in such manner as they may deem fit and proper and no further consent and/or concurrence of each other shall be necessary or be required by any of them.

6. **DEVELOPER'S RIGHT:**

- a) The Joint Owners and each one of them do hereby grant subject to what has been hereinafter provided the exclusive right to the Developer to develop the said Premises by way of construction erection and completion of a multistoried building at the said Premises in accordance with the said Plan.
- b) The Developer shall be exclusively entitled to the said Developer's Allocation and shall be entitled to exclusively deal with and/or dispose of the same in any manner as the Developer may at its absolute discretion think fit and proper and no further consent of the Joint Owners and/or any of them shall be required and the same shall be done at the Developer's own risk and responsibility without any right, claim or interest therein whatsoever of the Joint Owners and the Joint Owners shall not in any way interfere or disturb quiet and peaceful possession of the Developer's Allocation. The Developer shall also be entitled to accept any money in its name as advance for the sale of the flats and car parking spaces or other areas out of the Developer's

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Allocation to intending purchaser or purchasers as the Developer may deem fit and proper at their own absolute discretion and shall be entitled to nominate any such intending purchaser and fix the price of the various flats/constructed portions or car parking spaces out of the Developer's Allocation, the Joint Owners shall not be entitled to have any say whatsoever. However, sale of any other area which is the joint property of the Joint Owners and the Developer will be shared between the Joint Owners and the Developer in the same proportion as is mentioned earlier. The Developer, however, shall not have the authority or be entitled to deliver khas possession of any flat falling in the Developer's Allocation to the prospective purchasers until and unless the Joint Owner's Allocation is completed for habitation in all respect and as per the specifications and the notice in respect thereof is issued to the Joint Owners to take possession of the Joint Owners' Allocation is issued by the Developer along with the copy of the completion certificate issued by the Kolkata Municipal Corporation. The Joint Owners shall in concurrence with the Developer execute, the agreements and the conveyance or conveyances in respect of the proportionate share of land comprised in the said Premises in favour of the intending purchaser or purchasers of the flat or flats as and when required along with proportionate share in other common areas and facilities. For the purpose of completion of the building the date of issue of full occupancy certificate by the Kolkata Municipal Corporation shall be deemed to be the date of possession by the Joint Owners subject to issue by the Developer of the notice to the Joint Owners to take possession of the Joint Owners' Allocation.

- c) The Developer shall construct the building in accordance with the said Plan and the Joint Owners have granted the exclusive rights of selling and transfer of the said Premises only to the extent of the Developer's Allocation in favour of the Developer.
- d) The Developer shall pay and bear the cost of Registration charges, if any, of this agreement in full.

#### 7. BUILDING:

- a) The Developer shall at his own costs and expenses construct erect and complete the said Building and shall bear 100% of the costs thereof which includes the cost of construction of the Joint Owners' Allocation in accordance with the said Plan as per the structural specifications and complete the same with good and standard materials fixtures, fittings and amenities as are more fully and particularly set out in

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the **FOURTH SCHEDULE** hereunder written and the Joint Owners shall not be required to invest any amount towards the construction of the said New Building.

- b) The Developer shall cause to make necessary endeavour and effort to have the Front Premises and Rear Premises to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation and for facilitating the same the Joint Owners and each one of them do hereby undertake that they shall execute necessary deeds and documents for amalgamation as may be required for the purpose of such amalgamation and the Developer further agrees that he shall pay and bear all the costs and charges for execution of such documents as well as the expenses as may be required for such amalgamation in all respects will have to be completed by the Developer latest by 12 months from the date hereof.
- c) Upon amalgamation of the Front Premises and Rear Premises as the said Premises the Developer shall apply for and obtain at its own cost charges and expenses N.O.C. from the Authority under the Urban Land (Ceiling & Regulation) Act, 1976.
- d) Subject as aforesaid, the decision of the Developer regarding the quality of materials shall be final and binding between the parties hereto and the Developer shall be solely responsible for any substandard materials or workmanship.
- e) The Developer shall install in the said proposed building at its costs and expenses the necessary amenities for residential purpose as per detailed list given in the annexure including installation of pump house and lift, overhead tank, underground water reservoir.
- f) The Developer shall be authorised in the name of the Joint Owners in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations of cement, steel, bricks and other building materials as applicable and similarly apply for and obtain temporary and permanent water connections, electricity, power, drainage, sewerage to the said Building, and for applying and obtaining the promoter license under the West Bengal Buildings (Regulations of Promotion of Construction and Transfer by Promoters) Act, 1993, and other inputs and facilities required for the construction and enjoyment of the building for which purpose the Joint Owners shall execute in favour of the Developer Power of Attorneys and other authorities as shall be required by the Developer at the cost of the Developer, without affecting the right, title and interest of the Joint Owners.
- g) All costs, expenses and charges including Architect fees shall be discharged by the Developer and the Joint Owners shall not bear any responsibility in this context.



8. OWNERS' OBLIGATION:

- a) To enable the Developer to commence the work of construction at the said Premises the Parties hereto of the First Part shall within thirty days from the date of sanction of the plan or receipt of alternate accommodation in the manner as is hereinafter mentioned, whichever event shall happen later, vacate the said Front Premises and deliver the vacant peaceful and khas possession of the same to the Developer in its entirety.
- b) The Developer shall be responsible for demolition of the existing building lying situate at the Front Premises and appropriate the sale proceeds of the debris and salvage recovered from the demolition thereof and in lieu thereof the Developer shall provide an alternate accommodation so as to comprise of one self contained three bedroom flat with one living/dining to the Parties hereto of the First Part of the choice and suitability of the Parties hereto of the First Part during the period of construction of the said Building and all rents in respect thereof shall be borne and paid by the Developer exclusively from the date of handing over of the possession of the said Front Premises to the Developer till such time the notice to take possession of the portion of said Joint Owners' Allocation which shall belong exclusively to the said Parties hereto of the First Part is issued subject to what is hereafter mentioned. Under no circumstances the Developer shall stop the rent of the alternate accommodation and the Developer shall ensure that no harassment is faced by the Parties hereto of the First Part for non-payment of the rent of the alternate accommodation.
- c) The Joint Owners and each one of them shall sign execute and register the deeds of conveyances/Sale in such part or parts in favour of the Developer and/or his nominee(s) as the Developer may at his absolute discretion think fit and proper in respect of the proportionate share in land and the costs of such registration shall be borne by the Developer and/or his nominee(s) as the case may be and in any event the Developer shall be and is hereby entitled to do the same as the constituted attorney of the said Joint Owners and/or of each one of them. The power to execute the deed of conveyance shall become effective from the date of issue of the notice to take possession of the Joint Owners' Allocation by the Developer to the Joint Owners in accordance hereinabove mentioned.
- d) The Joint Owners and each one of them do hereby agree confirm and covenant with the Developer not to do any such act, deed matter or thing whereby and wherein the

Developer may be prevented from developing the said Premises and every part thereof and/or from selling assigning and/or disposing of any of the Developer's Allocation in terms hereof.

- e) The Joint Owners and each one of them do hereby agree and covenant with the Developer to obtain all necessary permissions and/or Tax Clearance certificates from the competent authorities as may be necessary or be required by the Developer.
- f) The Joint Owners and/or any of them shall not in any way encumber, sell, let out, grant lease, mortgage, charge and/or part with the possession of said Premises or any part thereof without the consent in writing of the Developer at any time hereafter during the subsistence of this agreement. Subject however, the Joint Owners and/or any of them may buy/sell/transfer amongst themselves their respective shares at any time upon commencement of the construction at the said Premises subject however the Joint Owners shall intimate the same in writing to the Developer before proceeding with the same.
- g) To enable the Developer to develop the said Premises, the owners shall grant in favour of the Developer or their nominee or nominees a General Power of Attorney and such General Power of Attorney shall remain irrevocable till the project is completed and sale deeds in respect of the entirety of the Developer's Allocation has been signed executed and registered by the Developer.

9. **DEVELOPER'S OBLIGATION:**

- a) The Developer shall construct the said Building on the said Premises in accordance with the said Plan and the specifications and strictly comply with the applicable building rules of the Kolkata Municipal Corporation and obtain the necessary completion certificate from the KMC at his own costs without any loss of time.
- b) The Developer shall on behalf of the Joint Owners get the names mutated in the records of the Kolkata Municipal Corporation and the said Joint Owners shall pay all arrears of rates, taxes and outgoing in respect of the said Premises or any part thereof upto the date of handing over of vacant peaceful and khas possession of the said Premises to the Developer for the purpose of construction.
- c) The Developer further agrees and covenants with the Joint Owners to complete the construction of the new building within 30 months of handing over of the vacant land after demolition of the existing building subject to FORCE MAJURE failure of which



the Developer shall pay penalty/compensation @ Rs.25,000/= (Rupees Twenty Five Thousand) only per month only to Parties hereto of the First Part and @ Rs.25,000/= (Rupees Twenty Five Thousand) only per month to the Parties hereto of the Second Part until completion of the project and issue of notice to take possession of the said Joint Owners Allocation or any part thereof. This is apart from the payment of the rent for the alternate accommodation as hereinbefore mentioned.

- d) The process of amalgamation of the said Premises, mutation of the Joint Owners names and submission of the plan duly signed by the Joint Owners is likely to be completed within approximately twelve months and thereafter the construction of the said New Building should commence immediately without any wastage of time so that the building is complete in all respect and is handed over to the Owners in complete habitable condition at the earliest where after penalty will commence subject to FORCE MAJURE. But the time taken for amalgamation, mutation of the Joint Owners names and sanction is excluded out of the completion period. No penalty will be payable in case the building is constructed and completed but the Joint Owners are unable to take possession due to un-availability of electricity connection from CESC or occupancy certificate from KMC provided the Developer has made necessary applications and has taken steps for getting the same.
- e) However, if the work is delayed due to the circumstances amounting to the "FORCE MAJEURE" in such case the said period of delay shall not be taken into account. In case the work is delayed due to latches on part of the Developer in such case, the Developer shall be liable to pay penalty as mentioned hereinabove.
- f) The Developer shall have no right title and interest whatsoever in the said Joint Owners' Allocation and undivided proportionate share in the land and in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners, and similarly none of the Joint Owners shall have any right or claim in respect of the Developer's Allocation and undivided proportionate share in the land and in common areas facilities and amenities as herein provided.
- g) The Developer shall on completion of the new building put the said Joint Owners to their/his respective allocated portion together with all rights in common to the common portion and flats in complete habitable condition.
- h) The Developer shall not violate or contravene any of the provisions and any of the provisions and Rules applicable for the construction of the said building.



- i) The Developer hereby agrees and covenants with the said Joint Owners not to do any act, deed or thing whereby the Joint Owners are prevented from enjoying, selling, assigning and/or disposing of the Joint Owner's allocation in the said new building on the said land.
- j) The owners/occupiers/occupants in the said New Building shall be responsible for formation of Apartment owners' Association and/or Co-operative Society of flat owners expenses of which shall be borne proportionately by all the occupants of the said Building and shall arrange for insurance, registration and other legal formalities in respect thereof according to law.
- k) The Developer hereby agrees and undertakes to comply with all applicable laws, statutory regulations for the purpose of Development of the said properties and apply for registration under the West Bengal Building (Regulation of Promotion) of Construction & Transfer by Promoters) Act, 1993.

#### 10. INDEMNITY:

- a) The Developer undertakes to indemnify the Joint Owners and to keep them indemnified against all actions, suits, costs, proceedings and claims including those of the Joint Owners that may arise out of the Developer's omissions and commissions with regard to authorities and responsibilities of the Developer of the development of the said Premises and/or in the matter of construction of the said building and/or for any defect therein. If there be any litigation with third party during the completion of the Project the Developer shall bear all cost thereof if due to any act omission or commission by the Developer.
- b) The Joint Owners and each one of them do hereby indemnify and agree to keep indemnified the Developer against all actions, suits, proceedings, matters, losses, harm or anything which the Developer may suffer due any act of omission or commission on the part of any of the Joint Owners including any encumbrance of any nature upon the said Premises or any part thereof. And the Joint Owners shall solely be responsible to make out at their own costs charges and expenses marketable title free of all encumbrances whatsoever and/or howsoever into or upon the said Premises or any part thereof.

#### 11. MISCELLANEOUS:

- a) The Joint Owners and Developer have entered into this agreement purely as a contract and nothing contained therein shall be deemed to construe as a partnership

between the Developer and the Joint Owners nor shall the parties hereto constitute as an Association of persons.

- b) The parties hereto have mutually divided and demarcated the areas of the flats from the first floor to the fourth floor to comprise in the said New Building based on the plan prepared by the Architect in accordance with the KMC Building Rules, 2009. However, upon sanction of the said Plan by the Kolkata Municipal Corporation, if there be any increase and/or decrease in the areas of the all the flats to comprise in the said New Building, the same shall be dealt with amongst the Joint Owners and the Developer in the ratio of 45% on the Joint Owners part (i.e. 22.50% Parties hereto of the First Part and 22.50% Parties hereto of the Second Part) and 55% on the Developer part.
- c) The Developer and the Owners and the Apartment Owners Association shall mutually frame schemes for the management and administration of the said building and/or common parts thereof.
- d) The Owners shall not be responsible and/or liable for any financial or other liabilities arising out of any sale to any third party by the Developer, or for any compensation of any kind arising out of the death, injury of any worker, labour etc, appointed by the Developer and/or its agents, contractors, nominee or nominees. In the event of any claim being made in this regard upon the Joint Owners, the Developer has agreed to keep the Joint Owners indemnified against all such claims.

## 12. ARBITRATION AND JURISDICTION:

- a) In case of any disputes and differences between the parties during the progress of or after the construction or abandonment of the building work or as to the meaning or construction of this contract or touching or relating either to the said construction or to any other matter or thing arising directly or indirectly under this contract, then and in such event the same shall be referred to the joint arbitration of two persons one each respectively to be nominated by the Joint Owners collectively and the Developer, who shall jointly consider and determine the same in accordance with the provisions of Arbitration and Re-Conciliation Act, 1996 and whose certificate of award shall be final conclusive and binding on the parties.
- b) Courts at Calcutta alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

## (FRONT PREMISES)

ALL THAT the piece and parcel of land measuring about 02 Cottahs 10 Chittacks and 13 Sq. ft. be the same a little more or less together with the two storied building lying thereon and lying situate at and/or being municipal premises No. 2/1D, Gobinda Auddy Road, Kolkata - 700 027 within PS. Chetla (formerly New Alipore) in ward No. 82 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows:-

- ON THE NORTH : By Gobinda Auddy Road;
- ON THE SOUTH : By municipal premises No. 2/1D/1, Gobinda Auddy Road;
- ON THE EAST : By municipal premises No. 2/1F, Gobinda Auddy Road;
- ON THE WEST : By municipal premises No. 2/1H, Gobinda Auddy Road;

## (REAR PREMISES)

ALL THAT the piece and parcel of land measuring about 06 Cottahs 03 Chittacks and 25 sq. ft. be the same a little more or less together with kucha structure thereon and lying situate at and/or being municipal premises No. 2/1D/1, Gobinda Auddy Road, Kolkata - 700 027 with P.S. Chetla (formerly New Alipore) in ward No. 82 of the Kolkata Municipal Corporation, butted and bounded as follows:

- ON THE NORTH: By Partly by municipal Premises No. 2/1D, Gobinda Auddy Road and partly by municipal premises No. 2/1H, Gobinda Auddy Road;
- ON THE EAST: By municipal premises No. 2/1F, Gobinda Auddy Road;
- ON THE SOUTH: By land belonging to Tarapada Saha (as per documents);
- ON THE WEST: By municipal premises No. 81/A, Alipore Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

## (PROPERTY)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 08 Cottahs 13 chittacks and 30 Sq. ft. be the same a little more or less lying <sup>↳ struck about ground & 1st floor - 2020 Sept</sup> situate at the said municipal premises Nos. 2/1/D, Gobinda Auddy Road & 2/1D/1, Gobinda Auddy Road, Kolkata - 700 027 within P.S. Chetla (formerly New Alipore) in ward No. 82 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: -

- ON THE NORTH: Partly by KMC Road named as Gobinda Auddy Road and partly by municipal premises No. 2/1H, Gobinda Auddy Road;
- ON THE EAST: By municipal premises No. 2/1F, Gobinda Auddy Road;
- ON THE SOUTH: By land belonging to Tarapada Saha (as per documents);

ON THE WEST: Partly by municipal premises No. 81/A, Alipore Road and partly by municipal premises No. 2/1H, Gobinda Auddy Road;

OR HOWSOEVER OTHERWISE the same are is was or were heretofore butted bounded called known numbered described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO

**PART – I - JOINT OWNERS' ALLOCATION**

1. The Flat on the northeastern side of the first floor of the said New Building together with 11.25% of the ground floor (after providing for the common parts and portions) shall belong exclusively to Debasis Mazumder and the flat is also shown on the map or plan annexed hereto and is delineated within **BROWN** borders thereon;
2. The Flat on the northeastern side of the second floor of the said New Building together with 11.25% of the ground floor (after providing for the common parts and portions) shall belong exclusively to Purabi Ghosh and the flat is also shown on the map or plan annexed hereto and is delineated within **BLUE** borders thereon;
3. The Flat on the northeastern side of the third floor of the said New Building together with 11.25% of the ground floor (after providing for the common parts and portions) shall belong exclusively to Samiran Mazumdar and the flat is also shown on the map or plan annexed hereto and is delineated within **YELLOW** borders thereon;
4. The Flat on the northeastern side of the fourth floor of the said New Building together with 11.25% of the ground floor (after providing for the common parts and portions) shall belong exclusively to Rajib Mazumdar and the flat is also shown on the map or plan annexed hereto and is delineated within **GREEN** borders thereon;
5. Undivided proportionate share into or upon the land comprised in the said Premises;
6. Undivided proportionate share in the common parts and portions to comprise in the said Premises including the said New Building;

**PART – II – DEVELOPER' ALLOCATION**

1. All remaining flats on the first floor, second floor, third floor and fourth floor of the said New Building;
2. The 55% of the ground floor (after providing for the common parts and portions);
3. Undivided proportionate share into or upon the land comprised in the said Premises;
4. Undivided proportionate share in the common parts and portions to comprise in the said Premises including the said New Building;

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

Specifications of construction and fittings and fixtures to be provided in the proposed building:

**COMMON AREAS & EXTERIOR OF THE BUILDING**

1. Nerocem /Snowcem (cement Paint) finish Elevation.
2. The Common lobby of the Ground Floor shall be provided with Kota flooring and artistically designed plaster of Paris finished walls, light fitting toilet etc. lobby of upper floors and the stair case to be provided with Kota stone.
3. Proper light arrangement in the Ground floor, lobby and drive –ways in entrance to be provided.
4. Proper water discharge system to be made for ground floor and terrace of the building.

**COMMON AMENITIES & FACILITIES**

1. A deep tube well (if permitted by the KMC) for 24 hours water supply with necessary pumping arrangement to be provided by the Developer at its cost. Separate arrangement for Corporation water to be made.
2. Telephone wiring to be done in each flat for 1 No. of telephone. Wiring for Dish Antenna or cable TV at the cost of the Purchaser. Arrangements for intercom facility to be made.
3. One No. lift to be provided.
4. Over Head and underground water reservoirs for corporation water to be provided for storing water in sufficient quantity.
5. Generator will captive power supply for operating all essential services like lift, water pump, common lights and optioned for apartments. All Flat Owners including the

Joint Owners shall be liable for payment of amount towards generator connection to the respective flats.

#### SPECIFICATION OF FLAT

1. POP to be done on walls.
2. Sal frame and flush doors with good quality (ISI) of lock.
3. Aluminum sliding windows with glass panel and MS. Grill.

#### SPECIFICATION OF ELECTRIFICATION

1. In drawing room concealed wiring arrangements for 02 lights, 01 fan, 01 No. 15 amp. plug socket and 1 No. 05 amp. plug socket to be provided.
2. In rooms concealed wiring arrangement for 02 lights, 01 fan, 01 No. 5 amp. plug socket and one 15 amp. Plug socket to be provided of ordinary make.
3. In toilet wiring arrangement for 01 light, 01 exhaust fan, 01 No. 05 amp. plug socket and 1 No. 15 amp, plug socket to be provided.
4. In kitchen wiring arrangement for 1 light, 1 fan, 1 exhaust fan, 1 No. 15 amp. plug socket and 1 No. 5 amp. plug socket to be provided,.
5. Concealed wiring from ground floor to each unit with miniature circuit breaker and CPL type Modular switches.

#### FLOORING

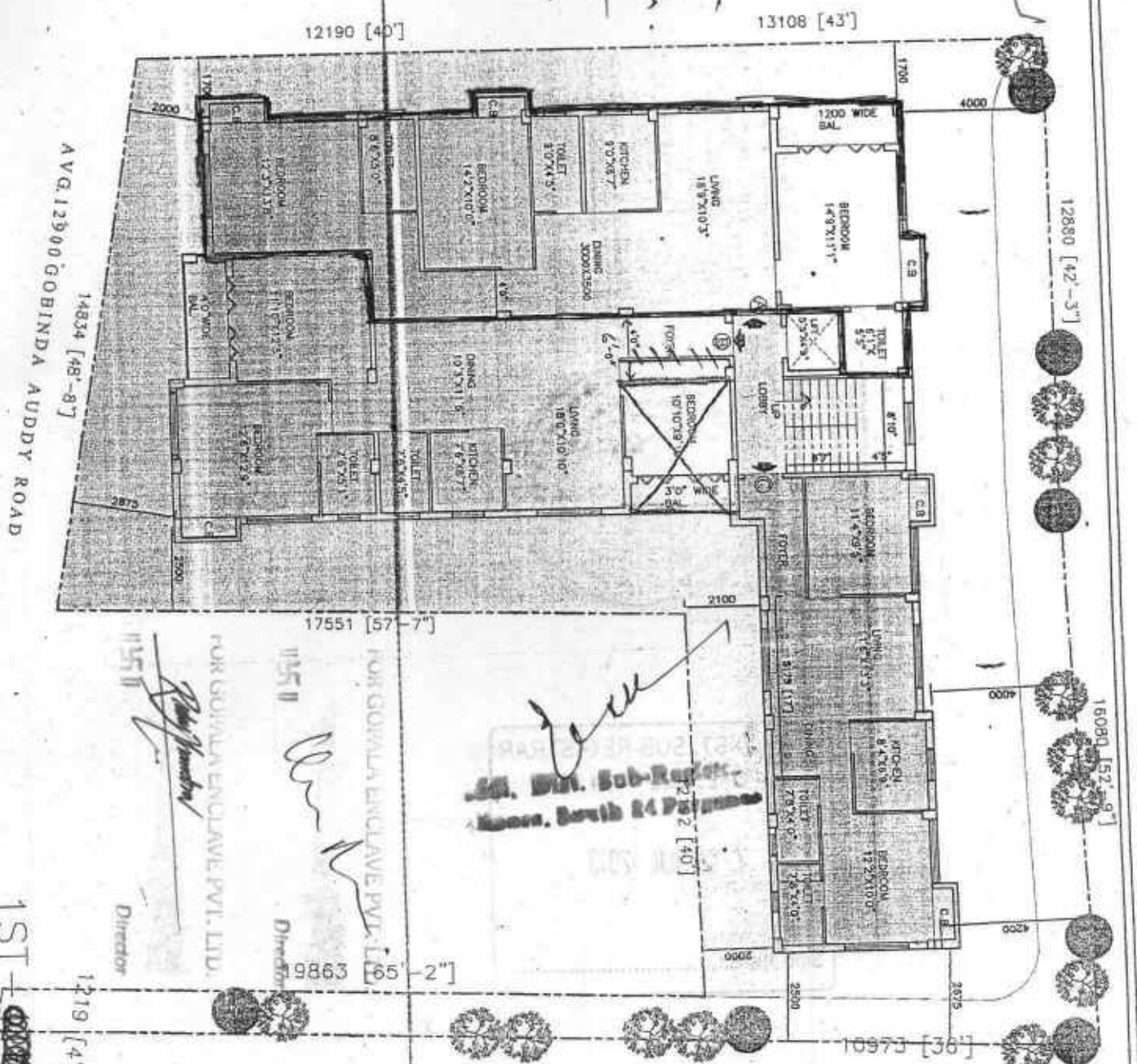
1. Vitrified tiles flooring to be provided in drawing room, kitchen, balcony, bed room etc. However, in toilet, ceramic tiles dado to be provided upto Door height.
2. In kitchen, a slab of Black granite and stainless steel sink to be provided for gas stove and other cooking appliances with arrangements for keeping Gas cylinder below the slab. Ceramic tiles to be provided on the wall facing the slab upto 2 heights over the slab and also in the wash area.

#### BATHROOM FITTINGS

1. All the bathrooms to be provided with large basin, European type commode system of reputed brand (ISI) (CERA/Hindustan) with flush valve/PVC cistern. Necessary arrangement to be made for geyser line and separate hot and cold water lines for shower taps and wash basin taps.
2. Shower and 2 Nos. of tap to be provided with necessary stop cocks.
3. Taps and bathroom fitting of make ESSCO DELUXE to be provided.
4. Wall dados of regular colour ceramic tiles upto door height.

*D Margam*  
*Purnali Ghosh*  
*Rajendra*  
*Sharma*

*Senior Manager*



FOR GOMLA ENCLAVE PVT. LTD.  
 Director

FOR GOMLA ENCLAVE PVT. LTD.  
 Director

*View*

1st. Dir. Sub-Regstr.  
 Home, South 24 Parganas

1ST FLOOR PLAN

AREA(INC. C.B.+ STAIR, LIFT, LOBBY)-

FLAT A-1321 S.Q. FT.

FLAT B-1163 S.Q. FT.

FLAT C-753 S.Q. FT.

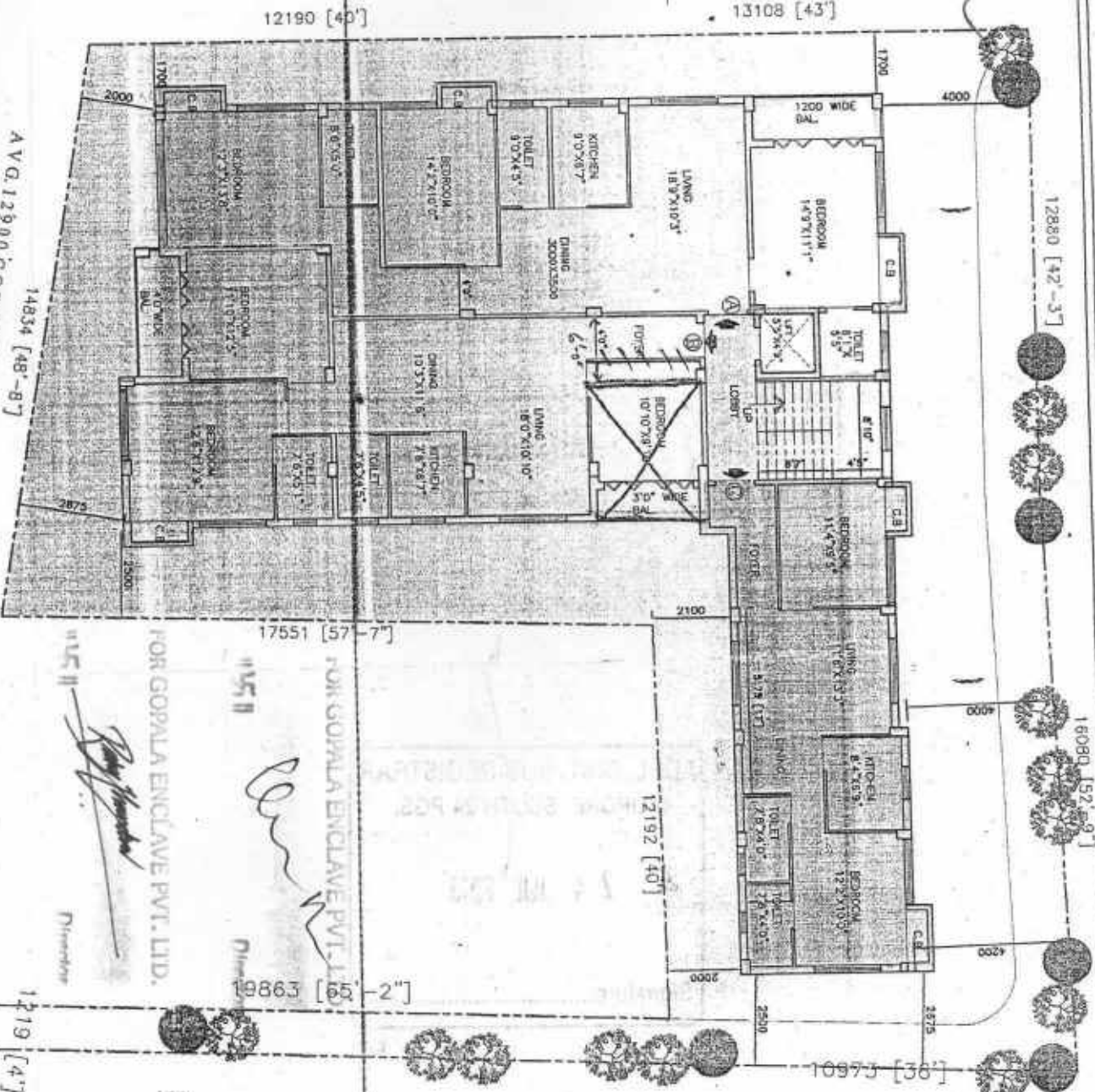
TOTAL = 3237 S.Q. FT.





*Shyam -  
Punali Ghosh  
Pargana  
Banyan*

*Service Road*



FOR GOPALA ENCLAVE PVT. LID.  
*[Signature]*  
 Director

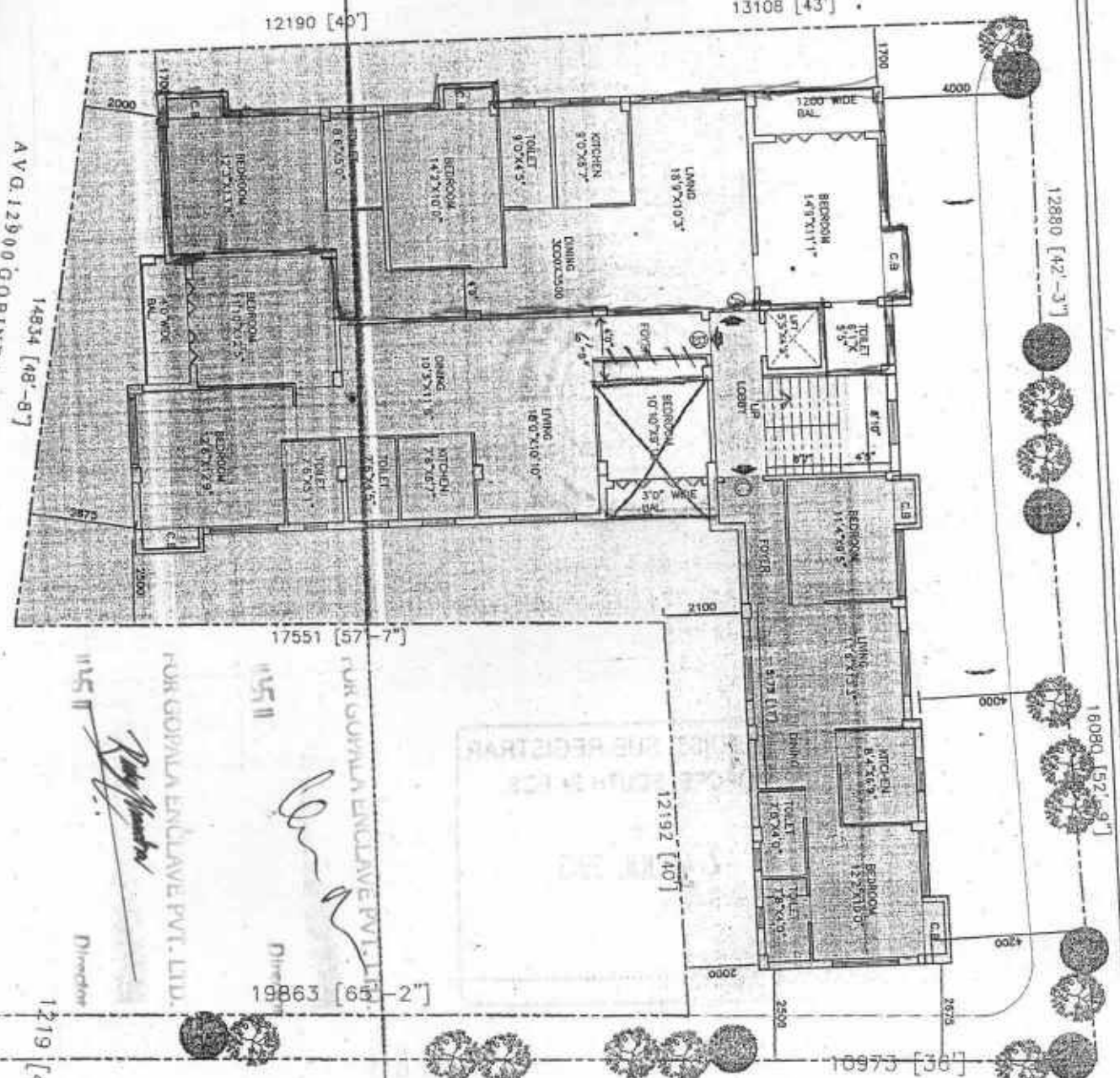
FOR GOPALA ENCLAVE PVT. LID.  
*[Signature]*  
 Director

AREA INC. C.B+  
 STAIR, LIFT, LOBBY)  
 FLAT A-1321 S.Q. FT  
 FLAT B-1163 S.Q. FT  
 FLAT C-753 S.Q. FT  
 TOTAL = 3237 S.Q. FT

3 RD FLOOR PLAN

100, Dist. Sub-Register  
 Ganga Road 24 Pargana

*Swarn Kumar*  
*Purnaki Ghosh*  
*Tapan*  
*Sharma*



AVG. 12900 GOBINDA AUDDY ROAD

FOR GOPALA ENCLAVE PVT. LTD.  
 11511  
 Director

AREA (INC. C.B.+ STAIR, LIFT, LOBBY)  
 FLAT A-1321 S.Q. FT  
 FLAT B-1163 S.Q. FT  
 FLAT C-753 S.Q. FT  
 TOTAL = 3237 S.Q. FT

4TH FLOOR PLAN

*Jan*  
 Sd/-, Dist. Sub-Registrar,  
 Hoque, South 24 Parganas



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

Endorsement For Deed Number : I - 06068 of 2013  
(Serial No. 07660 of 2013 and Query No. 1605L000013514 of 2013)

On 24/07/2013

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

Presented for registration at 18.50 hrs on :24/07/2013, at the Private residence by Vivek Ruia , one of the Claimants.

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

Execution is admitted on 24/07/2013 by

1. Purabi Ghosh, wife of Late Nipendra Nath Ghosh , 2/1 D, Gobinda Auddy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession : Others
2. Samiran Mazumder, son of Late Panchanan Mazumder , 2/1 D, Gobinda Auddy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession : Others
3. Dipali Mazumder, wife of Late Rabindra Nath Mazumder , Flat No:3 B, Pratiksha, 12/114 B, Pr. Anwar Shah Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068, By Caste Hindu, By Profession : Others
4. Rajib Mazumder, son of Late Rabindra Nath Mazumder , Flat No:3 B, Pratiksha, 12/114 B, Pr. Anwar Shah Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068, By Caste Hindu, By Profession : Others
5. Debasis Mazumder, son of Late Rabindra Nath Mazumder , House No. B - 5, Cluster-2, Sector-3, Purbachal, Salt Lake, Kolkata, Thana:-Bidhan Nagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700097, By Caste Hindu, By Profession : Others
6. Ricky Chandra  
Director, Gopala Enclave Private Limited, 77, Peary Mohan Roy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.  
By Profession : Business  
Identified By Trilok Chand Naita, son of Late Mahabir Prasad Naita, 46, Sreedhar Roy Road, Kolkata, W. B., India, Pin :-700039, By Caste: Hindu, By Profession: Others.
7. Vivek Ruia  
Director, Gopala Enclave Private Limited, 77, Peary Mohan Roy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.  
By Profession : Business  
Personally known to me.

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

25/07/2013 14:59:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 06068 of 2013  
(Serial No. 07660 of 2013 and Query No. 1605L000013514 of 2013)

On 25/07/2013

**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, 5(f) of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 21.00/-, on 25/07/2013

( Under Article : ,E = 21/- on 25/07/2013 )

**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.-4,13,02,647/-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as:  
Impresive Rs.- 260/-

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 37000/- is paid , by the draft number 459360, Draft Date 24/07/2013, Bank : State Bank of India, BALLYGUNGE, received on 25/07/2013
2. Rs. 38000/- is paid , by the draft number 459361, Draft Date 24/07/2013, Bank : State Bank of India, BALLYGUNGE, received on 25/07/2013

( Arnab Basu )

ADDITIONAL DISTRICT SUB-REGISTRAR

( Arnab Basu )

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

25/07/2013 14:59:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 25  
Page from 3530 to 3562  
being No 06068 for the year 2013.



*Yaru*  
(Arbab Basu) 31-July-2013  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. ALIPORE  
West Bengal

**SPECIMEN FORM FOR TEN FINGERPRINTS**

PHOTO

*Sirun Hovseyan*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

*S. Masman*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

*Punabi Ghosh*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

*Raymond*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

*Harbi*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger





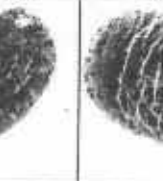


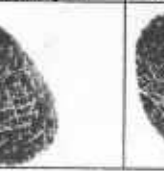
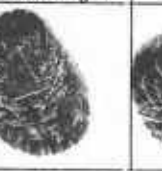

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					











PHOTO

*Clay*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

*Ruby Hamilton*

	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					



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

SIGNED SEALED AND DELIVERED

by the PARTIES HERETO OF THE FIRST PART at Kolkata

in the presence of:

  
**Trilok Chand N**  
S/o Late Mahabir Prasad Bhatta  
46, Sreedhar Roy Road  
Kolkata - 700 039

Kakali Tapadar Das.

Sevika Bhowmik  
Purnali Ghosh

SIGNED SEALED AND DELIVERED

by the PARTIES HERETO OF THE SECOND PART at Kolkata

in the presence of:



Kakali Tapadar Das.  
**KAKALI TAPADAR DAS**  
D/O. C. S. TAPADAR  
21/2, BALLYGUNGE PLACE  
KOLKATA-700019

- D. K. Mazumdar  
  


SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

in the presence of:



Kakali Tapadar Das.  
**KAKALI TAPADAR DAS**  
D/O. C. S. TAPADAR  
21/2, BALLYGUNGE PLACE  
KOLKATA-700019

FOR GOPALA ENCLAVE PVT. LTD.



FOR GOPALA ENCLAVE PVT. LTD.

  
Director

Drafted by me  
Atul Kumar Das  
Advocate



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
24 JUL 2013  
Signature.....