

02304/015

23/2/2015

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

U 417813

NO. 4956227

5/4/15
23/2/15
100, Registrar of Assurances
Kolkata



Certified that the instrument is admitted to Registration. The fee and the stamp duty and the registration charges are the part of the instrument.

Registrar
of Assurances II, Kolkata
[Signature]

AGREEMENT (JOINT VENTURE)

THIS MEMORANDUM OF AGREEMENT, made this the 25th day of FEBRUARY..... (Two Thousand and Fifteen (2015);

BETWEEN



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 02376 of 2015
(Serial No. 02304 of 2015 and Query No. 1902L000003943 of 2015)

25/02/2015

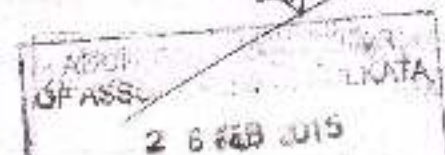
Registration (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 18.50 hrs on 25/02/2015, at the Private residence by Tapan Kr Dhar, one of the Executants.

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

Execution is admitted on 25/02/2015 by

1. Tapan Kr Dhar, son of Late Salil Kumar Dhar, 3, Park Lane, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Service
2. Lata Dhar, wife of Late Anjan Dhar, 3, Park Lane, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Service
3. Adrita Dhar, daughter of Late Anjan Dhar, 3, Park Lane, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Service
4. Subhas Kumar Dhar, daughter of Late Joytish Chandra Dhar, 3, Park Lane, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Business
5. Sohen Kumar Dhar, son of Late Samir Kumar Dhar, 3, Park Lane, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Business
6. Santanu Dhar, son of Late Samir Kumar Dhar, 3, Park Lane, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Business
7. Monika Dhar, wife of Late Sudam Dhar, 3, Park Lane, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : House wife
8. Anindya Sengupta
Partner, M/s. Aads Infrastructure, 175/ J, Manicktola Main Road, Kol, Thana:-Phool Bagan, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054,
By Profession : Business
9. Aniruddha Dhar
Partner, M/s. Aads Infrastructure, 175/ J, Manicktola Main Road, Kol, Thana:-Phool Bagan, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054,
By Profession : Business
10. Santanu Dhar
Partner, M/s. Aads Infrastructure, 175/ J, Manicktola Main Road, Kol, Thana:-Phool Bagan, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054,
By Profession : Business



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

Endorsement Page no 2



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsament For Deed Number : I - 02376 of 2015
(Serial No. 02304 of 2015 and Query No. 1902L000003943 of 2015)

11. Dipak Rai
Partner, M/s. Aads Infrastructure, 175/ J, Manicktola Main Road, Kol, Thana:-Phool Bagan,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054.
By Profession : Business
12. Suparna Home Roy
Partner, M/s. Aads Infrastructure, 175/ J, Manicktola Main Road, Kol, Thana:-Phool Bagan,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054.
By Profession : Business
Identified By Tanusree Dhar, wife of Santanu Dhar, 3, Park Lane, Kol, Thana:-Park Street,
District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste: Hindu, By Profession: House wife.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 28/02/2015

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

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 28/02/2015

(Under Article : E = 21/- on 28/02/2015)

Certificate of Market Value (WB PUVI rules of 2001)

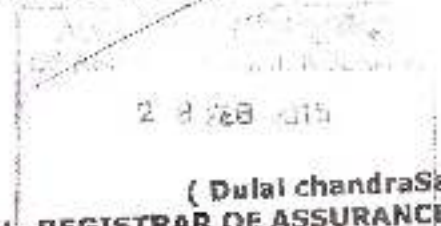
Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs. -4,95,62,279/-

Certified that the required stamp duty of this document is Rs. - 75020 /- and the Stamp duty paid as:
Impresive Rs - 100/-

Deficit stamp duty

Deficit stamp duty Rs. 75000/- is paid , by the draft number 564632, Draft Date 20/02/2015, Bank :
State Bank of India, Samrudhi Bhavan, 1, Strand Rd, received on 28/02/2015

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

(1) **SRI TAPAN DHAR**, (Pan : AIFPD3038C) son of Late Saifi Kumar Dhar, by occupation - Service, (2) **SMT. LATA DHAR**, (Pan : BAMPD0618F) wife of Late Anjan Dhar, by occupation - Service, (3) **SMT. ADRITA DHAR**, (Pan : BAMPD0653B) daughter of Late Anjan Dhar, by occupation - Service, (4) **SRI SUBHAS KUMAR DHAR**, (Pan: AVYPD7410K) son of Late Joykish Chandra Dhar, by occupation - Businessman, (5) **SRI SOMEN KUMAR DHAR**, (Pan: ADLPD4827G) by occupation - Businessman, (6) **SRI SANTANU DHAR**, (Pan: ADMPD2668N) by occupation - Businessman, both sons of Late Samir Kumar Dhar, (7) **SMT. MONIKA DHAR**, (Pan : AYHFB2397J) by occupation - Housewife, wife of Late Sudena Dhar - all are by birth. - Hindu, all by Nationality Indian, all residing at Premises No. 2, Park Lane, within the ambit of park street police station, Kolkata - 700 016, hereinafter collectively called and referred to as the "**SAID OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context shall deem to include their respective legal heirs, legal representatives, executors and assigns) of the **ONEPART**.

AND

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M/S. **AADS Infrastructure** (Pan : AANFA2917K), a partnership firm having its Registered Office at 175/A, Marikata Main Road, P.E. Phool Bagan, Kolkata - 700054, represented by its partners namely (1) **SRI ANINDYA SENGUPTA** (PAN: AJHPS2986C) son of Sri Anand Kanti Sengupta and residing at 175/A, Marikata main Road, within the ambit of Phool Bagan police station, Kolkata - 700054 (2) **SRI ANIRUDHA DHAR**, (Pan: BASPD2209K) son of Somen Kumar Dhar, and residing at Premises No. 4, Park Lane, within the ambit of park street police station, Kolkata - 700 016 lying within the ambit of phool bagan police station (3) **SRI SANTANU DHAR**, (Pan: ADMPD2668N) son of Late Samir Kumar Dhar, and residing at Premises No. 3, Park Lane, within the ambit of park street police station, Kolkata - 700 016, lying within the ambit of phool bagan police station (4) **SRI DIPAK RAI** (Pan: AGTPRO702K) son of Sri Gauri Narayan Rai and residing at Premises No. 77/1A, Park Street, Kolkata - 700015, lying within the ambit of park street police station, (5) **SMT. SUPARNA HOME ROY** (PAN: AHEPH2662Q) wife of Sri Anuj Home Roy, and residing at Premises No. 35A, Dhansiri Khanna Road, Kolkata - 700054, lying within the ambit of phool bagan police station, hereinafter collectively called and referred to as the "**SAID DEVELOPER**"

(which expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include its successors, successors-in-interest or assigns) of the **OTHERPART**.

WHEREAS by a registered Bengali Kobala executed on 15th September, 1956 one Sukumari Dhar wife of Joytish Chandra Dhar had purchased ALL THAT piece and parcel of land admeasuring an area of 5 Cottans 4 Chittacks 36 sq. ft. more or less situated and lying at Premises No. 3, Park Lane, (formerly 4, Park Lane) within the ambit of Park Street police station, within the limits of the Kolkata Municipal Corporation; Ward No. 61, from the then owner Surendra Kumar Mukhopadhyay son of Late Harendra Kumar Mukhopadhyay and the said Bengali Kobala registered in Assurances of Calcutta and recorded in Book No. 1, Volume No. 108, pages 159 to 167, being Deed No. 4220 for the year 1956, hereinafter referred to as "the said Property", more fully set out and described in the **SCHEDULE "A"** hereunder written, free from all encumbrances whatsoever.

AND WHEREAS by virtue of the said registered Bengali Kobala, the said Sukumari Dhar seized and possessed of and well and sufficiently entitled to the said property by mutating her name in the Calcutta Municipal Corporation by paying taxes regularly.

AND WHEREAS the said Sukumari Dhar, who was during her lifetime and until her death, a Hindu governed by the Dayabhaga School of Hindu Law, died testate on 19th April, 1982 leaving behind her Last Will and Testament dated 11th June, 1976 under which she appointed her two sons namely Shri Salil Kumar Dhar and Shri. Sudam Kumar Dhar as her executors under the said will and gave, devised and bequeathed the said Property equally unto and in favour of her 5 (five) sons being the said Salil Kumar Dhar, Samir Kumar Dhar, Sanjeeb Kumar Dhar, Sudam Kumar Dhar and Subhas Kumar Dhar, each of the five being entitled to undivided share in the said Property, absolutely and forever.

AND WHEREAS a Probate of the said Last Will and Testament of the said Sukumari Dhar since deceased was duly granted on the 19.2.1992 by the Hon'ble High Court of Calcutta in its Testamentary and Inter-State Jurisdiction in the Probate Case No. 25 of 1983 to the said executors namely Shri Salil

ELECTION COMMISSION OF INDIA
भारतीय निर्वाचन आयोग
IDENTITY CARD
पहचान कार्ड

UM2517369



Elector's Name/नाम: धीर

Address/पता: ...

Age/उम्र: ...

Sex/लिंग: ...

Janusree Dhar

Kumar Dhar and Shri. Sudam Kumar Dhar appointed under the said last will and testament of the said Sulchurn Dhar since deceased.

AND WHEREAS while seized and possessed of the said property, the said Sati Kumar Dhar governed by the Dayabhaga School of Hindu law died intestate on 29.09.1988 leaving behind his wife Ira Dhar and two sons namely Tapan Dhar and Anjan Dhar and three daughters namely Jayanti Raha, Tanusree Dey and Anusree Ghosh as his legal heirs and legal representatives, all inheriting his undivided share in the said property.

AND WHEREAS subsequently, the said Sumer Kumar Dhar governed by the Dayabhaga school of Hindu law died intestate on 25th February, 1999, leaving behind his wife Sabita Dhar and two sons namely Somen Dhar and Santanu Dhar as his only legal heirs and legal representatives to his undivided share in the said property.

AND WHEREAS the said Sudam Kumar Dhar governed by the Dayabhaga school of Hindu law died intestate on 31st October, 2002, leaving behind his wife Monika Dhar as his sole legal heir and representative to his undivided share in the said property.

AND WHEREAS the said Sanjeeb Kumar Dhar governed by the Dayabhaga School of Hindu law died intestate on 2nd September, 2006 and unmarried.

AND WHEREAS the said Anjan Kumar Dhar governed by the Dayabhaga School of Hindu law died intestate on 30th December, 2006 leaving behind his wife Lata Dhar and his only daughter Artha Dhar, both entitled to his undivided share in the said property.

AND WHEREAS after the demise of the aforesaid, the said Sabita Dhar governed by the Dayabhaga School of Hindu law died intestate on 9th November, 2009 leaving behind her two sons namely Somen Dhar and Santanu Dhar as her only legal heirs and legal representatives to her undivided share in the said property.

AND WHEREAS the said Ira Dhar governed by the Dayabhaga School of Hindu law died intestate on 09.04.2012 leaving behind her only son Tapan Kumar

Dhar, heirs of his predeceased son Anjan Kumar Dhar being her daughter - in-law Lata Dhar, and three daughters namely Jayanti Raha, Tanusree Dey and Anusree Ghosh as her legal heirs and legal representatives, all inheriting her undivided share in the said property.

AND WHEREAS by virtue of the aforesaid, the said Tapan Kumar Dhar, Jayanti Raha, Tanusree Dey and Anusree Ghosh, Lata Dhar, Adrita Dhar, Somen Dhar, Santanu Dhar, Monika Dhar and Subhash Kumar Dhar are the present Owners, all inheriting right, title and interest in the said property.

AND WHEREAS by virtue of the said Deed of Gift dated 30th March, 2014 registered at Addl. Registrar of Assurances - B, Kolkata, and recorded in Book No. I, CD Volume No. 13, Pages Nos. 4554 to 4567, Deed No. 02876, the said Tanusree Dey and Anusree Ghosh out of love and affection bearing for their brother Tapan Dhar gifted their said share in the said property in favour of Tapan Dhar, the done therein.

AND WHEREAS the said Jayanti Raha, one of the co-owners to the said property decided to gift her share in the said property to her brother Tapan Dhar, but due to her ailments, executed a general power of attorney dated 20.10.2014 at Dibrugarh and registered in the Office of Deputy Registrar, Dibrugh, and recorded in Book No. IV, Deed No. 712 for the year 2014, Serial no. 3230/2014, whereby the said Jayanti Raha appointed Ritika Dhar, being the wife of Tapan Dhar as her true and lawful attorney to execute her Deed of Gift.

AND WHEREAS the said Jayanti Raha represented by her attorney Ritika Dhar executed and registered the Deed of Gift dated 11th December, 2014, registered at Addl. Registrar of Assurances - B, Kolkata, and recorded in Book No. I, CD Volume No. 75, Pages Nos. 2557 to 2569, Deed No. 15090, whereby the said Jayanti Raha out of love and affection gifted her said share in the said property in favour of her brother Tapan Dhar.

AND WHEREAS at present the owners to the said property are Tapan Dhar, Lata Dhar, Adrita Dhar, Somen Dhar, Santanu Dhar, Monika Dhar and Subhash Kumar Dhar.

AND WHEREAS by the above recited the aforesaid owners became the absolute joint owners of the property by virtue Hindu Succession Act, 1956 which is more fully mentioned in the Schedule "A" hereunder written and the said property is free from all encumbrances, charges and liens.

AND WHEREAS the Owners herein are desirous to develop the said property but due to lack of experience they offered the Developer herein to construct multi storied building on the said plot of land.

AND WHEREAS the Owners in lieu of the land provided by the Owners have agreed to accept 50% FAR of the constructed area of the new building which is to be constructed on the said property which shall comprise of 7 flats spread over second floor, third floor and fourth floor in the front side of the building. The developer shall get the entire first floor and the remaining left out portion i.e. 40% of the newly constructed building in the second floor, third floor, fourth floor including car parking space in their 40% allocation in the ground floor.

AND WHEREAS the Owners represented to the Developer that :

- i) The Owners have not entered into any Agreement with any other person(s) in respect of the Development of the said property.
- ii) The Owners have not created any advance right in the respect of the said property and the said property is lying free from all encumbrances.

AND WHEREAS in pursuance of the above proposal the Owners and the Developer are hereby desirous to record the terms and conditions on which they jointly agree to build the multi storied building on the said plot of land.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning or repeated use of some words in these presents the parties hereto have agreed to definition as stated in hereunder:-

a) **BUILDING:**

The Building shall mean the proposed R.C.C. structure/building to be constructed according to the proposed sanctioned Plan of the Authority

Concern on the said plot of land mentioned in the schedule property consisting of independent flats and according to the drawings plans and specification to be approved by the Architect and Structural Engineer also approved and sanctioned by the Competent Authority and constructed in conformity with the details of construction given in the "B" Schedule hereunder written.

b) **ARCHITECT:**

Architect shall mean any person or firm appointed or nominated by the Developers as Architect for the supervision of the construction of the proposed building of R.C.C. structure in accordance with the proposed sanction plan of Authority Concern.

c) **BUILDING PLAN:**

Building plan shall mean drawings plans and specifications for the construction of the said building on the said plot of land of Schedule "A" hereunder written; sanctioned by the Authority Concern and shall include any renewal or amendments thereto and/or modifications thereof made or caused by the Developers after approval of the other Government Authority.

d) **COMMON AREA AND FACILITIES:**

Common area and facilities shall mean unless the context otherwise require the items specified in section 3 (d) of the West Bengal Apartment Ownership Act, 1972.

e) **OWNERS' ALLOCATION :-** (On completion of proposed new building as per plan to be sanctioned) shall mean 60% of the total built-up area of the new building including the common facilities shall absolutely belong to the Owners herein.

They will be entitled to 7 Flats not less than 700 sq ft covered area spread over 2nd, 3rd and 4th floors in the front side of the building and the Owner shall also be entitled to 60% allocation in the Ground floor, inclusive of tenants portion, which will be given to the tenants from the owners 60% allocation.

f) **DEVELOPER'S ALLOCATION:**

(On completion of proposed new building as per plan to be sanctioned) shall

mean the remaining 40% of the total built up area of the new building including the common facilities shall absolutely belong to the Developer herein after providing for the Owners allocation as aforesaid. This shall comprise of the entire 1st Floor and the remaining portion after giving 7 flats spread over 2nd, 3rd and 4th floors i.e. 40% as mentioned above and 40% vacant area in the ground floor.

e) THE SAID PLOT OF LAND/PROPERTY:

The said plot of land shall mean all that piece or parcel of land measuring 5 Cottahs 4 Chittacks 36 sq. ft. land be the same a little more or less together with structure constructed therein together with easements rights comprised in Premises no. 3, Park Lane, within the ambit of Park Street police station, Kolkata - 700 016 within the limits of the Kolkata Municipal Corporation, Ward No. 51, morefully and particularly described in the 'B' Schedule hereunder written hereinafter called "the said property"

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

1. The Owners hereby undertake to render all possible co-operation with the Developer for getting sanctioned plan in respect of the proposed building and sign all necessary papers and documents in connection with the said property.
2. The Developer undertake to pay a rent of about Rs.15000/- per family mutually agreed from the day of vacating the premises till the possessions are handed over to the owners. This rent will be for four families. The Developer shall pay the rent by shifting the Owners elsewhere and complete the said building and handover the possession to the Owners within **30 months** from the date of sanction of the building plan and handover the vacant possession and the Developer shall complete the construction within the period of **30 months** from the date of getting sanction plan and possession of the land and the developer undertake to deliver possession of the Owners' allocation by the completing the Owners' said allocation in all respect by utilizing 1st class building materials and as per specification of construction as has been mentioned in 'B' Schedule provided that the developer if fails to hand over the possession of the Owners' allocation

to the Owners' within the said stipulated period as stated above then the Developer shall be liable to pay Rs. 25,000/- (Rupees Twenty Five Thousand) only, a single payment (not individual) per month to the Owners' along with the rent of the Owners' accommodation by shifting them until the possession of the Owners' allocation is handed over in the newly constructed building. After developing the property the developer should first hand over the owner's portion after that they can hand over their portion to the other party.

3. That on completion of the said building, the Developer shall issue in notice giving not more than **15 days time** to the Owners to take possession of the Owners' Allocation.

Further during the continuance of the construction work, if the Developer leaves the job in an incomplete condition, the owners shall after waiting for a period of Four Months from the date of last work done, shall be entitled to engage a new Developer/Promoter to complete the remaining Development work and the owners shall have no responsibility whatsoever regarding any agreement or contract executed between the previous Developer and the intending purchaser, if any.

4. The Developers shall maintain the standard quality of work (ISI CERTIFIED) by using standard materials for construction of the building by keeping supervision on the Owners' representatives.

5. The Developers are hereby authorized to apply for and obtain revised sanctioned plan from the Concerned Authority and other authorities and similarly to apply for and obtain temporary and/or permanent connection from the concerned authorities in relation to water, sewerage, electricity, power and/or gas in regard to the said building and other inputs and facilities required for construction thereof and for which purpose the Owners hereby agree to execute and register a General Power of Attorney in favour of the Developer and/or its nominee or nominees and such other authorities at the cost of the Developer, as shall be required by the Developer from time to time for construction work and the Owners if necessary shall also sign all such applications and other documents as shall be required for the purpose or in connection with the construction of the said building from time to time.

6. The Owners shall be liable to pay all past liabilities including arrears of taxes rates and taxes and/or other outgoing in respect of the said premises upto the date of these presents and similarly the Developer shall from the date of possession of this property till completion of the said building in all respects as agreed upon pay all taxes and/or charges on account of gross revenue, municipal tax and other taxes etc, and after the completion, proportionate share of taxes and other outgoings shall be paid by the owners in respect to the areas allotted to the Owners being Owners' allocation upon receipt of completion certificate of the construction of the building from the Authority Concern and also by the Developer in respect of areas allotted to the Developer being the Developers allocation.
7. The Developer and/or its nominee or nominees shall be exclusively entitled to Developer's allocation and possession in the building with the exclusive right to Developer to transfer or otherwise deal with or dispose of the same or retain the same for its own use without any right, claim or interest thereupon whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation except the common areas and portion of the land of the Owners' allocation as stated above.
8. The Owners hereby agree to abide by all such rules and regulations framed for the management and administration of the building in respect of the Owners' allocation.
9. The Owners shall pay and/or bear proportionate share of the Corporation Taxes as assessed by the Authority Concern Maintenance charges and that may be determined by Association/Society that may be formed by the Owners of all flats in the building based on assessment of the Authority Concern and/or by any other authority after the formation of the Association Society. But the Developers shall be liable to pay the existing rates and taxes of the property during the period of construction of the building from the date of taking delivery of possession from the Owners till delivery of possession to the Owners after obtaining the completion certificate from the Authorities. Thereafter the Owners shall be liable for payment proportionate rates and taxes of the building and premises.

10. That during the continuance of the Agreement the Owners shall not in any way cause any obstruction whatsoever in the construction or development of the said property at the said plot of land, except for the purpose of supervision of the construction of the building in accordance with 'B' Schedule hereunder and verifying the quality of the materials used for the construction of the proposed building along with clause No. 4.

11. The Developer shall construct the said building in terms of this Agreement and in accordance with the plan sanctioned by the Authority Concern. The Developer shall be at liberty to make changes in the plan as may be required by the Government, Semi - Government Authority Concern or any other authorities. The Owners shall not be in any way liable /responsible for the accident/injury or any compensation/damages of whatsoever nature which may arise during construction of the building.

12. In pursuance of the aforesaid agreement the Owners hereby grant exclusive right to the Developer to build a multi storied building containing several self contained flats, as per sanctioned building plan by the Authority Concern and to allot and sale/lease flat of the Developer's allocation to various prospective buyers selected by the Developer **within their ration of 40%** and obtain necessary advance from them on such terms and conditions as the Developer may deem fit and proper, save and except for the Owners' allocation of the said property as stated hereinabove. Provided that the Developer shall be responsible for the same and Owners' shall not be liable to pay the same to the intended purchaser which shall be executed by the Developer.

Further it is to be noted that the Owners shall have the right of enjoying the terrace/roof/open sky and further if any future construction work would be carried out on the terrace/roof/open sky, the same shall be in the ratio 60:40, where 60% would belong to the Owners and 40% would similarly belong to the Developer.

13. The Developer shall deliver vacant possession of the portion of the Owners' Allocation first together with all amenities to be enjoyed in common with other occupiers of the proposed building free of cost on Ownership basis within **30 months** from the date of the sanction plan of the Authority Concern subject to the fulfillment the conditions of clause 4 hereinabove.

14. The Owners shall have the right to enjoy the common area and facilities in common with other occupiers and shall pay proportionate share of expenses for maintenance of the same. The owners shall execute all the registered agreement for Sale to the prospective buyers' and car parking space as and when required by the developer for the developer's allocated flats.

15. The Owners shall execute one or more conveyance/lease deed in favour of such prospective allottees or nominees of the Developer's in relation to the Developer's Allocation of the said premises as stated above in respect of proportionate share in the land of the said premises as and when required by the Developers after completion of the building and handing over the Owners' allocation to the Owners (subject to the fulfillment of the condition).

16. After delivery of possession of the Owners' allocation (subject to fulfillment of the conditions of clause 4 herein) the Owners shall be bound to execute and register the Sale Deed of transferor /lease and register the same in favour of nominee or nominees, prospective buyers of the Developer and Developer would be at liberty to give possession of any portion or portions of the said building (except the Owners' allocation in the building deliverable to the Owners) to be constructed in the said property on Owners ship basis together with undivided proportionate and impartible share of the land in the said property on which the said multi storied building will be constructed and with such easements and privileges and other rights and at such consideration and on such terms and conditions and to such person or persons as the Developers may think proper. The Developer for the such purposes shall be entitled to enter into agreement for such purposes shall be entitled to enter into agreement for such sale/lease and also entitled to receive earnest money or consideration money by cheque or cash in its name and its own risk either before or after or in course of the construction of the said multi storied building on such terms and conditions as the Developers shall think fit. It is expressly agreed and declared that the consideration money to be paid for such lease/ sale or transfers of the

Developer's allocation as aforesaid shall belong absolutely to the Developer and the Owners shall not be entitled to any portion thereof.

17. The Owners shall not be entitled to revoke or cancel this agreement until the terms hereof is violated by the Developer. Notwithstanding the provision above written, the Owners shall have every right to cancel this agreement if the developer unnecessarily delays to complete the project for any financial crisis, such delay shall not be more than 6 months, after which the Owners shall give four months notice for cancellation to the developer and after which three months from the date of the said notice signed by any of the owners if the developer is unable to handover the owner's portion i.e. 50% according to the agreement, shall stand cancelled and the owners shall not pay any cost borne by the developer during the construction period.

18. It is hereby agreed by and between the parties that the possession of the said property is not being given or intended to be given to the Developer in part payment contemplated under section 53A of the Transfer of property Act, 1982 it is also hereby agreed by and between the parties, that by virtue of the developing the said property by the Developer it would not mean taking absolute physical possession of the said property. The total FAR of the project will be minimum 2(TWO) as guaranteed by the developer. The approximate flat area of each of the seven flats of the owners allocation, shall be minimum of 700 sq.ft each covered area.

19. The Developer shall be entitled to proceed with the said development work in respect of the construction of the said multi storied building on the said land strictly in accordance with the plan to be sanctioned by the Authority Concern in accordance with the rules and regulations framed by the said Authority. The Developer shall throughout and always keep the Owners indemnified in respect of all acts and conducts, deeds and things costs charges, expenses, damages, fine, penalties etc, resulting on account of any delay, default on the part of the Developers in respect of the development of the said property from time to time by virtue of signing and entering into these presents but in no case the time frame of hand over the possession be more than 30

months from the date sanction plan provided the owners give peaceful and vacant possession to the developers.

20. The Developer shall pay the respective remuneration of the Architect, Planner, Consultant, if any, appointed by it for the purpose of the said project.

21. The Owners shall at the time of handing over possession of the said plot of land to the Developer as the Licenses, execute and registered a General Power of Attorney in favour of the nominee or nominees of the Developers, at the cost of the Developer, to enable the Developer to carry on with the Development work and also to represent the Owners before various Government, Semi Govt. and other public and autonomous body/bodies and registration offices.

22. The stamp duty, registration charges and other outpocket expenses for execution of these presents and the Deed of Conveyance for conveying the Units/ Flats in respect of the said Multi storied building shall be paid by the Developer and the prospective purchaser of the Units/ Flats as the case may be. Besides this, each party except the Owners allocation shall bear and pay the remuneration of their respective Advocates.

23. The entire Development work shall be carried out by the Developers at its own risk, cost and responsibilities and the Developer shall pay all the bills of the supplies of the building materials, electricity, water and the wages and salaries including Insurance, Compensation, of any of the staff and labour engaged for building of the said multistoried building by the Developer from time to time and the said building will be completed within the stipulated period as stated hereinbefore. Provided that if any natural calamities such as heavy storm, earth quake etc, if occurs then the Developer's shall not be liable to complete the building within the stipulated time as stated hereinbefore. And the developers shall arrange at least four accommodations to the owners elsewhere for fulfillment of this project and shall be liable to pay rent with a 10% hike per annum than the one settled mutually until handing over the possession of the new building/ flats to the owners.

24. Any dispute or differences between the parties hereto arising out of or in connection with the present agreement or interpretation of any of the clause hereunder or any right and liabilities hereunder shall be adjudicated by an Arbitration to be appointed jointly by the parties, with summary power and such reference shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 and the Award of the Arbitrator shall be final, conclusive and binding on the parties. That the Owners and developer hereby agreed to enter into a supplementary agreement for the purpose to gain capital, clear clarification and identification in respect of their respective allocation also in respect of common areas and facilities maintenance of the building common liability obligation and responsibility in respect of the proposed new building after obtaining sanction building plan from the Authority Concern without violating and/or the terms and condition of this agreement.

25. At the time of execution of these present the Owners shall handover the original deeds, papers and documents of the scheduled mentioned property to the said Developer.

26. The debris towards the demolition of the old structure shall be absolute right of the developer and he can sell the same and take the consideration, the owners shall not have any right on the demolition materials.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land containing an area 5 Catlaks 4 Chittacks 36 sq. ft. land be the same a little more or less together with pucca structure comprising of Two storied dwelling house having an area of 2400 sq.ft more or less (100 years old) having cemented flooring, situate and lying at Premises No. 3, Park Lane, P.S. - Park Street, Kolkata - 700 016 within the limits of the Kolkata Municipal Corporation, Ward No. 61, comprised in South division Block No. X, Holding no.63, which is bounded and bounded in the manner as follows:-

ON THE NORTH	:	Premises No. 4, Park Lane;
ON THE SOUTH	:	Premises No. 2, Park Lane; (CESC);
ON THE EAST	:	20ft wide park lane;
ON THE WEST	:	Premises No. 1, Royd Lane;

THE SCHEDULE 'B' ABOVE REFERRED TO
(SPECIFICATION OF WORK)

<u>FOUNDATION</u>	:	R.C.C. Foundation and framed structure for all floors.
<u>WALL</u>	:	8" thick main wall, all inside wall will be finished with Plaster of Paris.
<u>OUTSIDE WALLS</u>	:	Painted with weather coat paint.
<u>DOORS</u>	:	Frame of good quality wood and all doors will be flush doors. Main Door Wooden with Collapsible/ Grill Gate.
<u>WINDOWS</u>	:	All windows will be made of sliding aluminium frame with glass and iron grill, verandah cover 4'-6" height, grill on 8" bricks wall.
<u>FLOORS</u>	:	All floors area laid with cast-in-marble slab. (Marwa/Dangri).
<u>WIRING</u>	:	MONOLEX/ POLYCAR cables.
<u>BED ROOMS</u>	:	Three light points, one fan point, one 5A Plug point and one AC point in all the bed rooms.
<u>DINING</u>	:	Two light point, one fan point, one 5A socket, one 15A socket, provision for T.V. Antenna and Telephone socket without cable or wiring.
<u>KITCHEN</u>	:	Cooking platform and sink with black stone and marble. Colour glazed tiles upto 2' 6" ft height will be provided above cooking platform. Two points with C.P. bib cock will be provided. One light point, one exhaust point and one geyser/actuaguard point.

TOILET & SANITARY

FITTINGS : Two toilets in each flat with glazed tiles upto 5'-6" height from floor level. Floor finished by non skid marble toilet would be provided with one commode (Hindustan / Parryware) with cistern of flusher water tap, shower (Esco) and geyser point and other toilet would be European type with flusher. One light point, one exhaust point and one geyser point.

VERANDAH : One light point

STAIR CASE : Lighting arrangements and marble stair

LIFT AND THEIR ACCESSORIES : Good and reputed quality lift.

PLUMBING : Concealed PVC/C.I. pipe lines in toilet and kitchen, CP Pillar, cocks brass stop cocks, outside water lines exposed PVC pipe. C.I. soil lines PVC rain water lines white porcelain, one wash basin (Hindustan / Parryware) in each flat, PVC cistern.

ELECTRICAL : All wiring will be concealed adequate outlet sockets will be provided. Havels/Finolex/Polycab PVC wire as per current. Switches with plug base should be of Anchor and other accessories should be ISI certified only.

WATER SUPPLY : 24 Hours water supply via overhead tank from Corporation water connection. Tata/Bansa GI pipe. All necessary materials such as pump set and other accessories are to be provided.

N.B. : Rs.20,000/- (Rupees Twenty Thousand only) or as per existing rate for cable charges and installation of Main Meter shall be paid by all the flat owners' excluding the landowners' & existing tenants.

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

SIGNED AND DELIVERED

By the Owners at Kolkata
in the presence of-

1. Paramita Dhar
W/o Vastav Dhar
3, Park Lane
Kolkata-16

2. Pooja Dhar
W/o Subhas Chandra Dhar
3 Park Lane
Kolkata

✓ Jagannath Dhar

✓ Lata Dhar

✓ Adrita Dhar

✓ S.K. Dhar
(Subhas Chandra Dhar)

✓ ~~S.K. Dhar~~ (Somen Kumar Dhar)

✓ Dhar (SANTANU DHAR)

✓ Monika Dhar

SIGNED AND DELIVERED

By the Developer at Kolkata
in the presence of:-

1. Paramita Dhar

AADS INFRASTRUCTURE
Paramita Dhar
Partner

2. Pooja Dhar

AADS INFRASTRUCTURE
Pooja Dhar
Partner

AADS INFRASTRUCTURE
Pooja Dhar
Partner

AADS INFRASTRUCTURE
Aniruddha Dhar
Partner

AADS INFRASTRUCTURE
Dipak Rai
Partner



















Drafted by

Pavona Sengupta Chowdhury,
Advocate.













































High Court, Calcutta.

Enrolment No : F/2091/2010

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
S-18						
		(Left Hand)				
						
		(Right Hand)				
A-5						
		(Left Hand)				
						
		(Right Hand)				
A-7						
		(Left Hand)				
						
		(Right Hand)				
A-8						
		(Left Hand)				
						
		(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the expectants/ presentants					
						
		(Left Hand)				
						
		(Right Hand)				
						
		(Left Hand)				
						
		(Right Hand)				
						
		(Left Hand)				
						
		(Right Hand)				
Aish						
		(Left Hand)				
						
		(Right Hand)				

PRELIMINARY FORM FOR TEN FINGERPRINTS

Signature of the
executants/
presentants



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				




Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Certificate of Registration under section 60 and Rule 69.

Registered in Book -1
CD Volume number 13
Page from 4273 to 4302
being No 02376 for the year 2015.




(Dulal chandra Saha) 03-March-2015
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

Stamp 6.1