

415/15

100345/15



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

S 360424

16.01.15
SNO. 292/15
6:25 pm



Ratna Mitra

Certified that the document is a true and correct copy of the original. The signature and the endorsement and stamps attached with the document are the part of this document.

Adtl Dist Sub Registrar
Kolkata, South 2



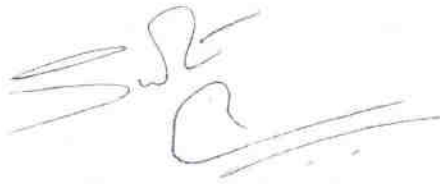
Satwik Vivek Ruia

19 JAN 2015

THIS AGREEMENT is made on this 16th day of January Two Thousand and Fifteen **BETWEEN RATNA MITRA** (Income Tax PAN AEXPM8392N) wife of Mr. Deepak Mitra presently residing at No. 333, Jodhpur Park, Kolkata 700 068, PS Lake hereinafter referred to as the OWNER of the **ONE PART** AND SATWIK VIVEK RUIA (Income Tax PAN BIZPR8842M) son of Mr. Vivek Ruia and presently residing at No. 21/2, Ballygunge Place, Kolkata 700 019, hereinafter called the DEVELOPER of the **OTHER PART**.

20-200/-
50/-
10/-
260/-

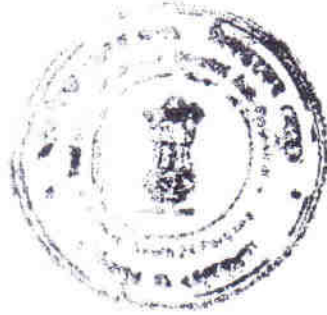
NAME.....
ADD.....
RS.....
100/- - 7 FEB
SURANJAN MU
Licensed Stamp
C. C. Court
2 & 3, P. S. Road



(M. VIVEK RUITA)



VCT
264







VCT
263

Satya Mitra

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
15 JAN 2015
Signature.....

Bikha Majumdar,
s/o Dr. S. N. Majumdar
1645 C.R. Park
New Delhi-110019
Housewife



- 2 -



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 360425

WHEREAS:

- A. By an Indenture of Sale dated 11th March 1983 and registered with the District Sub – Registrar, Alipore, 24 Parganas in Book No. I, being No. 3455 of 1983, one Bela Chakraborty with the consent and concurrence of Pratima Chatterjee sold transferred and conveyed unto and in favour of Basanti Ghosh **ALL THAT** the piece or parcel of land containing by ad-measurement an area of 06 cottahs and 05 chittacks be the same a little more or less together with the partly one and partly two storied building lying situate at and/or being municipal premises No. 49, Central Road, PS Jadavpur, Kolkata 700 032 in ward No. 96 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written for the consideration and in the manner as contained and recorded therein.

SS

1872
SANJAY KUMAR BAI
Agronomist
8, Old Post Office Street
Calcutta - 700 001

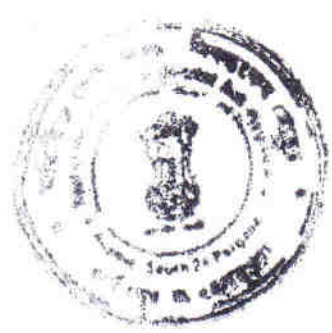
20-200/-
50/-
10/-

260/-

RS. 100/- - 7 FEB 2014
SUDANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 A, B, N. S. Road, Cal. Kol-1



7 FEB 2014
7 FEB 2014



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

15 JAN 2015

Signature.....

100345/15

भारतीय गैर न्यायिक

- 3 -



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 532228

- B. By the deed of gift dated 24th June 2011 and registered with the District Sub – Registrar – I, Alipore, South 24 Parganas in Book No. I, CD Volume No. 9, page from 610 to 627 being No. 01795 for the year 2011 the said Basanti Ghosh out of natural love and affection for her daughter namely Ratna Mitra gave, conveyed, transferred and assured unto and in favour of the said Ratna Mitra **ALL THAT** the said Premises in the manner as contained and recorded therein.
- C. The Owner herein thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises free of all encumbrances whatsoever and/or howsoever.

[Handwritten signature]

18/2

ANJAY KU

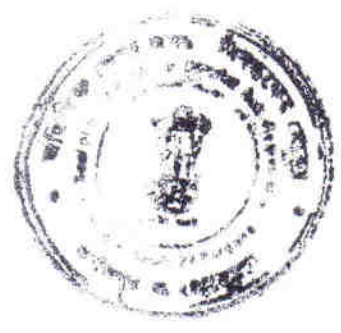
DC 200/-
50/-
10/-
260/-

NAME S. Old Post-Office
ADD
50/- - 7 FEB 2014
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Row Road, Krl-1



- 7 FEB

- 7 FEB



ADDL. DIST. SUB-REGISTRAR
ALIPHRE, SOUTH 24 PGS.
16 JAN 2015
Signature.....



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

76AA 889295

- D. The portion of the ground floor of the said Premises is presently under the occupation of a tenant namely Dr. Debi Prosad Banerjee in occupation of about 400 sq. ft. area for a monthly rent of Rs.1,500/= (hereinafter referred to the said TENANT).
- E. The Owner is desirous of causing the said Premises to be developed have agreed to appoint the Developer herein who is a reputed promoter and is registered under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 as the exclusive Developer for undertaking the work of Development of the said Premises upon the terms and conditions hereinafter appearing.

[Handwritten signature]

1812

SANJAY KUMAR

Adv

Old Post Office Sta

Kolkata - 700 091

NAME

ADD

Rs.

10/- - 7 FEB 2014

SURANJAN MUKHERJEE

Licensed to practice as a

C. A. 1911

283, K. S. Road, Kolkata, India

20-200/-

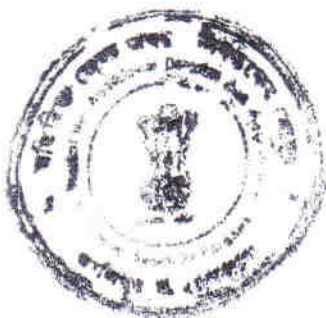
50/-

10/-

260/-

- 7 FEB 2014

- 7 FEB 2014



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

16 JAN 2015

Signature.....

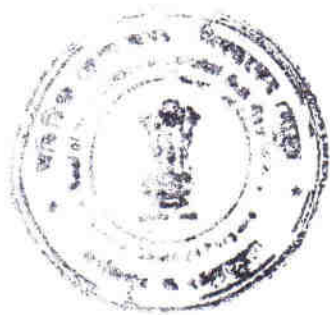
NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

ARTICLE-I-DEFINITIONS & INTERPRETATIONS


(Unless in these presents there is something in the subject or context inconsistent with):

- 1A.1 **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 architects of the building by the Developer.
- 1A.2 **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.
- 1A.3 **OWNER** shall mean and include her heirs, executors, administrators, legal representatives and assigns.
- 1A.4 **DEVELOPER** shall mean and include his heirs, executors, administrators, legal representatives, nominee/s, transferors and/or assigns.
- 1A.5 **COMMON FACILITIES/PORIONS** shall include paths, passages, stairways and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment, location enjoyment provision maintenance and/or management of the building.
- 1A.6 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
- 1A.7 **PREMISES** shall mean and include **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 06 cottahs and 05 chittacks be the same a little more or less together with the partly one and partly two storied building lying situate at and/or being municipal premises No. 49, Sri Ram Thakur Road, (formerly Jadavpur Central Road), PS Jadavpur, Kolkata 700 032 in ward No. 96 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 1A.8 **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.





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
16 JAN 2015
Signature.....

- 1A.9 **OWNER'S ALLOCATION** shall mean and include 50% of the entire saleable areas on the upper floors of the said New Building together with 50% of the ground floor of the said New Building together with undivided proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART – I** of the **SECOND SCHEDULE** hereunder written.
- 1A.10 **DEVELOPER'S ALLOCATION** shall mean and include 50% of the entire saleable areas on upper floors of the said New Building together with 50% of the ground floor of the said New Building together with undivided proportionate share in the land comprised in the Premises together with undivided proportionate share in the common parts and facilities the details of which are mentioned and described in **PART – II** of the **SECOND SCHEDULE** hereunder written.
- 1A.11 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen vagaries of nature, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions contrary to contractual stipulation and/or misrepresentation by the Owner.
- 1A.12 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1A.13 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.
- 




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

15 JAN 2015

Signature.....

In the interpretation of this Agreement unless the context otherwise requires:

- 1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be.
- 1B.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- 1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub- paragraph, schedule or recital of this Agreement.
- 1B.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- 1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time
- 1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.
- 1B.10 If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.
- 1B.11 The schedules shall have effect and be construed as an integral part of this agreement.
- 1B.12 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- 1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole. and 



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
15 JAN 2015
Signature

1B.15 The term "including" shall mean "including without limitation".

ARTICLE -II- REPRESENTATIONS & WARRANTIES

2. At or before the execution of this agreement the Owner has assured and represented to the Developer as follows, which have been relied upon fully by the Developer and the Developer has entered into this agreement based upon the representations made by the Owner:
- a) The Owner is seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute Owner with a marketable title in respect thereof.
 - b) The said Premises is free of all encumbrances liens lispensens attachments trusts mortgages whatsoever and/or howsoever.
 - c) No suits or legal proceedings or prohibitory orders are pending or subsisting in respect of the title of the Owner into or upon the said Premises or any part thereof.
 - d) The said Premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations.
 - e) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
 - f) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
 - g) The freehold interest and/or Ownership interest of the Owner in the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owner by way of security or additional security and/or otherwise in favour of any other Bank, Financial Institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owner for any purpose whatsoever or howsoever and that all the original deeds are in the custody and possession of the Owner herself.
 - h) The Owner has not entered into any agreement for sale and/or transfer in respect of the said Premises nor has entered into any other agreement for development in respect of the said Premises or any part thereof.
 - i) 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 Owner and in respect of any outstanding taxes the Owner shall keep the Developer indemnified against all actions/ suits/ proceedings and costs/ charges and expenses in respect of the said Premises upto the date of execution of these presents.





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

16 JAN 2015

Signature

- j) Save and except the said Tenant, there is no other tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises and the Owner is in vacant peaceful and khas possession of the remaining portions of the said Premises and every part thereof.
- k) The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- l) The Owner is competent enough to enter into this agreement and to carry out her obligations, as mentioned herein.
- m) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Owner has not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.

ARTICLE-III-PERMISSION TO CONSTRUCT

- 3. That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the Owner doth hereby appoint the Developer as the exclusive Developer/Promoter for undertaking the Development of the said Premises.

ARTICLE-IV-PLANS & OTHERS

- 4.1 The Developer shall at its own costs cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of construction, erection and completion of the said New Building on the said Premises however the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs with the owner's concurrence if the same relates to the Owner's Allocation, and if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project.
- 4.2 The Owner shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said plan shall also include amendment or alteration or modification which may be made therein from time to time.
- 4.3 The Developer acting on behalf of and as the Attorney of the Owner shall from time to time submit all further plans and/or applications and other documents and papers on the advice of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such





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

15 JAN 2015

Signature

clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building on the said Premises expeditiously and without delay.

4.4 The Developer shall submit in the name of the Owner all application, plan and other papers and documents referred to hereinabove. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owner shall not be required to contribute any amount in this regard.

4.5 The said New Building will be constructed, erected and completed in accordance with the specification detailed out in the **THIRD SCHEDULE** hereunder written. HOWEVER in the event the Developer deciding to change the specifications the Developer shall be entitled to do so but in the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder.

4.6 The Owner shall be liable to and agrees to pay all charges for providing any additional work in or relating to the Owner's Allocation at the request of the Owner and for providing any additional facility or utility for the Owner's Allocation.

ARTICLE-V-COST OF CONSTRUCTION/COMPLETION

The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

ARTICLE- VI-TENANT

6.1 The said Tenant shall be settled by the Developer on account of the Owner i.e. if the said Tenant is required to be paid any amount for vacating the portions under his occupation the same shall be paid by the Developer on account and behalf of the Owner out of the said Consideration Amount as hereinafter mentioned subject to Owner's prior concurrence regarding the amount settled and if any area is required to be provided the same shall be provided out of the Owner's Allocation on the





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

16 JAN 2015

Signature.....

ground floor or if not available then on the 1st floor, and such area if agreed to be provided should not exceed 400 sq. ft. out of the Owner's Allocation. The Developer shall commence the process for negotiation with the said Tenant after expiry of 06 months herefrom, within this period of time, the Owner shall endeavour to bring about the necessary settlement.

ARTICLE- VII-SPACE ALLOCATION & PAYMENT

- 7.1 The Owner's Allocation is detailed out in **PART – I** of the **SECOND SCHEDULE** hereunder written and the Developer's Allocation is detailed out in **PART – II** of the **SECOND SCHEDULE** hereunder written.
- 7.2 Both the Owner and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive, realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.
- 7.3 The Developer has further agreed to make payment of an amount of Rs.50,00,000/= (Rupees Fifty Lac) only as and by way of non-refundable premium consideration amount to the Owner (hereinafter referred to as the said **CONSIDERATION AMOUNT**) and the Developer has at or before the execution of this agreement made payment of an amount of Rs 50,000/= (Rupees Fifty Thousand) only out of the said Consideration Amount (the receipt whereof the Owner doth hereby as also by the memo hereunder written admit acknowledge to have received).
- 7.4 Out of the balance of the said Consideration Amount the Developer shall make payment of an amount of Rs.24,50,000/= (Rupees Twenty Four Lac and Fifty Thousand) only within 03 days on demand by the Owner.
- 7.5 The balance of the said Consideration Amount being Rs.25,00,000/= shall be paid by the Developer to the Owner after sanction of plan simultaneously with the receipt of vacant peaceful and khas possession of the said Premises in its entirety for the purpose of development..


ARTICLE-VIII- DELIVERY OF POSSESSION

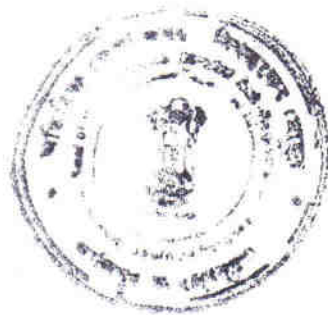
- 8.1 Within 15 days from the date of the plan being sanctioned by the Kolkata Municipal Corporation the Owner shall vacate the said Premises so as to enable the Developer to commence demolition of the existing building and structures at the said Premises.





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
15 JAN 2015
Signature

- 8.2 During the course of construction the Developer shall not be required to provide any alternate accommodation to the Owner.
- 8.3 The Developer shall at its own costs cause the existing building and other structures standing at the said Premises to be demolished and the net proceeds of the salvage shall belong exclusively to the Developer.
- 8.4 The Owner's Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the building is complete (hereinafter referred to as the **COMPLETION DATE**) and then the said building shall be deemed to be complete in all regards and it would also be obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owner's Allocation.
- 8.5 The Developer hereby agrees to complete the construction of the building within 24 months from the date of commencement of construction of the said New Building (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of genuine FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's Allocation.
- 8.6 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owner's Allocation or any part thereof is delivered and/or caused to be delivered upon completion of the same aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owner fails and/or neglects to take possession of the Owner's Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**).
- 8.7 Immediately after the completion of the new building and delivery of the possession of the Owner's Allocation, the Owner shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the proportionate undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation, at the cost of the Developer or its nominee/s.
- 



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

16 JAN 2015

Signature

8.8 The Owner shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s of the Developer.

ARTICLE -IX- ARCHITECTS ENGINEERS ETC

9.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint Architect for the said New Building and the certificate given by the Architect regarding the materials used for the purpose of construction, erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final, conclusive and binding on the parties.

9.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final, conclusive and binding on the parties.

ARTICLE-X-INDEMNITY

10.1 The Owner shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owner and shall always keep the Developer indemnified against all actions, suits, proceedings, damages or losses which may occur or take place because of any act, deed, matter or thing concerning the title of the said Premises.

10.2 The Developer shall be fully responsible for any deviation or un-authorized construction or accident or mishap while making any construction and in no event the Owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owner against all losses, liabilities, costs or claims, actions or proceedings thus arising.

10.3 The Owner will not be liable to pay any K. M. C. tax in respect of the Developer's Allocation and likewise the Developer will not be liable to pay any K. M. C. Tax in respect of the Owner's Allocation.

10.4 The Owner doth hereby as and by way of negative covenants undertake to the Developer:

- a. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, save and except the said Owner's Allocation, or any part thereof without the consent in writing of the Developer.
- b. Not to induct any person as a tenant or otherwise into or upon the said Premises.





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

15 JAN 2015

Signature

ARTICLE-XI-TAXES MAINTENANCE ETC

- 11.1 The Developer shall pay 50% and the Owner shall pay 50% of all rates & taxes on and from the date of receipt of vacant peaceful and khas possession of the entirety of the said Premises for construction upon demolition of the existing building and other structures at the said Premises and prior to that the Owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises.
- 11.2 The respective parties shall be liable to pay and bear all taxes and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession. The Owner shall be deemed to have taken possession of the Owner's Allocation for the purpose of making payment of the taxes and common expenses and maintenance charges whether actual physical possession of the Owner's Allocation is taken or not by the Owner.
- 11.3 The Owner and the Developer shall from the Date of Possession of the Owner's Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common area.
- 11.4 After the said building is completed and the Owner's Allocation is delivered the Developer and the Owner shall form an association of the Owner/occupants of the various flats in the said building with such rules and regulations as the Owner and the Developer shall think fit and proper and the Owner and the Developer or its respective nominee/s shall be liable and agree to make payment of the proportionate share of the maintenance charges payable in respect of their respective areas.
- 11.5 Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject, however, to the Owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the Owner the Owner shall not be entitled to and hereby agrees not to avail of any of the services.
- 11.6 The Owner shall be liable to pay charges for electricity in or relating to the Owner's allocation wholly and proportionately relating to common parts.





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
16 JAN 2015
Signature.....

ARTICLE-XII-OBLIGATION OF THE OWNER

- 12.1 The Owner shall grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of licence and sanction of plans in respect of the building to be constructed on the said Premises and authorising the Developer to represent the Owner before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the project.
- 12.2 The Owner shall sign and execute necessary application papers/ documents and do all acts, deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Premises and for completing the construction of the building.
- 12.3 The Owner shall grant a registered power of attorney in favour of Mr. Satwic Vivek Ruia so as to enable any of them to severally sign execute and register all deeds of conveyances in respect of the Developer's Allocation in favour of the Developer or its nominee/s in such part or parts as the Developer may at its absolute discretion think fit and proper.

ARTICLE-XIII- MUTUAL OBLIGATION

- 13.1 The Owner and the Developer hereby agree and covenant with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.
- 13.2 The Owner and the Developer hereby agree and covenant with each other not to do any act, deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
- 13.3 The Owner and the Developer hereby agree and covenant with each other to join and confirm all documents of transfer relating to sale of each other's allocation in the said New Building at the said Premises.
- 13.4 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof.
- 13.5 In the event of any additional floor being sanctioned by the Kolkata Municipal Corporation over and above the ground plus four storied building, then in that event the same shall also be shared in the same manner and terms as herein mentioned.





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
16 JAN 2015
Signature.....

ARTICLE-XIV-BREACH AND CONSEQUENCES

In the event of either party to this agreement committing breach of any of their obligations under this Agreement, the aggrieved party shall be entitled to specific performance and also to recover damages/ compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

ARTICLE - XIV – JURISDICTION

Courts at Kolkata and District Courts at Alipore alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 06 cottahs and 05 chittacks be the same a little more or less together with the partly one and partly two storied building lying situate at and/or being municipal premises No. 49, Sri Ram Thakur Road, (formerly Jadavpur Central Road), PS Jadavpur, Kolkata 700 032 in ward No. 96 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: -

ON THE NORTH: By Central Road;

ON THE EAST: By East Road;

ON THE WEST: By municipal premises No. 49A, Central Road;

ON THE SOUTH: By municipal premises No. 49/2, Central Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART – I OWNER'S ALLOCATION

1. 50% of the upper floors so as to comprise of: -
 - i. Two flats on second floor;
 - ii. Two flats on fourth floor;
2. 50% of the ground floor of the said New Building after providing for the common parts and facilities;





ADDL. DIST. SUB-REGISTRAR
ALIPOKE, SOUTH 24 PGS.
16 JAN 2015
Signature.....

3. Undivided proportionate share in the land comprised in the said Premises;
4. Undivided Proportionate share in the common parts and facilities including terrace.

PART – II DEVELOPER'S ALLOCATION

1. 50% of the upper floors so as to comprise of :-
 - i. The entire first floor that maybe used for commercial purpose;
 - ii. Two flats on third floor of the said New Building;
2. 50% of the ground floor of the said New Building after providing for the common part and facilities;
3. Undivided proportionate share in the land comprised in the said Premises;
4. Undivided proportionate share in the common parts and facilities including terrace.

THE THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure	: Building designed on RCC frame and foundation.
Flooring	: Marble flooring in all bedrooms, living/dining room within the price range of Rs.45/= per sq. ft.;
Kitchen	: Flooring in marble with work top in black stone and regular colour ceramic tiles upto 2 feet with Stainless Steel sink;
Bathroom	: Flooring in marble with wall dados with regular colour ceramic tile upto a height of 6 feet with CP fittings Havells/ EssEss with concealed Hot & Cold water C.I. Pipeline;
Sanitary Ware	: Hindustan/Cera;
Doors	: Sal frame and flush doors;
Windows	: Aluminum Frame & shutters with Glassed panel & grill;
Lift	: 05 passenger;
Electrical	: Concealed Copper wiring provided from ground floor upto each unit with adequate points of modular switches of Havells make for Geyser, AC's, TV & other appliances;
Telephone Wiring	: Concealed wiring provided from ground floor upto each unit;
Security	: Separate wiring from distribution box on the ground floor to each unit and the reception lobby;
Internal Walls	: Plaster of Paris over cement plastering;
Interior work	: One wall cupboard of approximately 7 ft width in each bedroom (floor to ceiling) in the Owner's allocation;
Exterior	: Aesthetically designed front with cement based finish;
Others	: Car wash; Personalised mailbox;





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
16 JAN 2015
Signature.....

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

SIGNED SEALED AND DELIVERED

by the OWNER at Kolkata

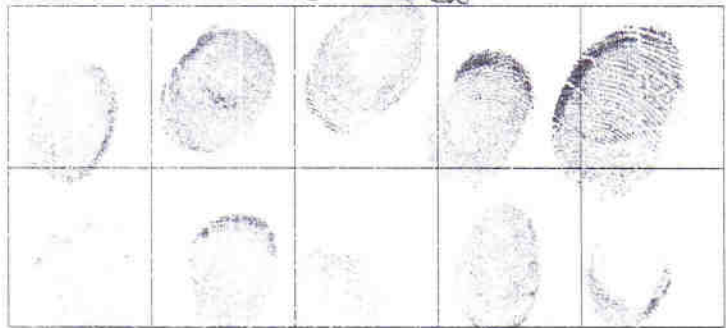
in the presence of:

Asha
(A.K.RAHA)
J-1967, Flat No.4,
C.R.Park,
ND-110019

Ratna mitra

Samanda
(SIKHA MAJUMDAR)
S1645 C.R. Park
New Delhi-110019

Ratna mitra



SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

in the presence of:

1) Jay Jalan
105, BKB Bar Road
Kolkata

Rishi Kumar Goel
Advocate

Satwik Vivek Rvia

(SATWIK VIVEK RVIA)



Drafted by me
Rishi Kumar Goel
Advocate
High Court, Calcutta



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 P.S.
15 JAN 2015
Signature.....



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

Endorsement For Deed Number : I - 00345 of 2015
(Serial No. 00415 of 2015 and Query No. 1605L000000272 of 2015)

On 16/01/2015

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

Presented for registration at 18.25 hrs on :16/01/2015, at the Private residence by Satwic Vivek Ruia , Claimant.

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

Execution is admitted on 16/01/2015 by

1. Ratna Mitra, wife of Deepak Mitra , 333, Jodhpur Park, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068, By Caste Hindu, By Profession : Others
2. Satwic Vivek Ruia, son of Vivek Ruia , 21/2, Ballygunge Place, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profession : Business
Identified By Sikha Majumdar, wife of Dr. S N Majumdar, I-1645, Chittaranjan Park, New Delhi, New Delhi, India, Pin :-110019, By Caste: Hindu, By Profession: House wife.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 19/01/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 560.00/-, on 19/01/2015

(Under Article : B = 539/- ,E = 21/- on 19/01/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,26,08,984/-

Certified that the required stamp duty of this document is Rs.- 40021 /- and the Stamp duty paid as: Impresive Rs.- 260/-

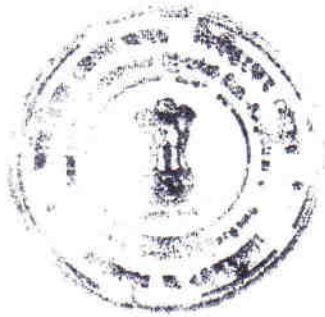
Deficit stamp duty

Deficit stamp duty Rs. 40000/- is paid , by the draft number 055924, Draft Date 16/01/2015, Bank : State Bank of India, SIRITI - MUCHIPARA, received on 19/01/2015

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR



RECEIVED of and from the DEVELOPER

withinnamed the withinmentioned sum of

RUPEES FIFTY THOUSAND ONLY

RS.50,000/=

being the part payment of the said

CONSIDERATION AMOUNT in terms hereof

and in the manner as follows: -

MEMO OF CONSIDERATION

Date	Cheque No.	Drawn on	Amount Rs.	In favour of
16.01.2015	006089	Standard Chartered Bank	50,000/=	Ratna Mitra
(Rupees Fifty Thousand) only			Rs.50,000/=	

WITNESSES:

A.K. RAHA
(A.K. RAHA)
Sikha Majumdar
(Sikha Majumdar)

Ratna Mitra
OWNER



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

16 JAN 2015

Signature.....