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01:00 pm
 5/3/14
 New India Cooperative Housing Society Ltd.
 Secretary
 Stephen Sarkar

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

[Signature]
 Joint Secretary
 Registrar, South West Division

05 MAR 2014

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AGREEMENT FOR DEVELOPMENT

THE MEMORANDUM OF AGREEMENT is made on this the

5th day of March, 2014 (Two thousand Fourteen);

BETWEEN

New India Cooperative Housing Society Ltd.
 Joint Secretary
 Aady Nannan

New India Cooperative Housing Society Ltd.
 Chairman
 Abanul Karim

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NEW MANDIRA CO-OPERATIVE HOUSING SOCIETY LTD. a co-operative society registered under the West Bengal Co-operative Society Act, having its registration No. 12/C MAH/1993, having its office at 67A, Peary Mohon Roy Road, within Chetla Police Station- Kolkata- 700027, represented by its Secretary, Joint Secretary and Chairman namely 1) **MR. SHEKHAR SARKAR**, son of Late Kamal Sarkar, of 67A, Peary Mohon Roy Road, Police Station- Chetla, Kolkata- 700027 ^{PAN No. DGRPS1443D} 2) **MR. ABDUL MANNAN**, son of Abdus Salam, of Village & Post- Simulia, East Mednipur, Pin- 721649, and 3) **ABDUL RASHID**, son of Late Md. Mohid, of T-194/13, Jugipara Lane, Kolkata- 700018, hereinafter called and referred to as the **LANDLORD/ LANDOWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

^{PAN AAHFD9825D} **M/S. D'ZIRE**, a partnership Firm having its office at 20/2B Camac Street, Shakespeare Sarani Kolkata-7000016 represented by its Partner 1) **OSIUR RAHAMAN**, son of late Yakub Ali, 2) **MERAJ AHMED**, son of Abdul Rasid, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART**;

Handwritten signature: Shekhar Sarkar
Secretary

Handwritten signature: Abdul Mannan
Joint Secretary

Handwritten signature: Abdul Rashid
Chairman

Samir

Maryam

ARTICLE - 1 DEFINITIONS

1) THE OWNER :

The owner shall mean NEW MANDIRA CO-OPERATIVE HOUSING SOCIETY LTD. a co-operative society registered under the West Bengal Co-operative Society Act, having its registration No. 12/C MAH/1993, having its office at 67A, Peary Mohon Roy Road, within Chetla Police Station- Kolkata- 700027, represented by its Secretary, Joint Secretary and Chairmand namely 1) MR. SHEKHAR SARKAR, son of Late Kamal Sarkar, of 67A, Peary Mohon Roy Road, Police Station- Chetla, Kolkata- 700027 2) MR. ABDUL MANNAN, son of Abdus Salam, of Village & Post- Simulia, East Mednipur, Pin- 721649, and 3) ABDUL RASHID, son of Late Md. Mohid, of T-194/13, Jugipara Lane, Kolkata- 700018, the legal title holder of the land unless excluded by or repugnant to the subject or context its successors in office, legal executors, representatives, administrators or assigns herein after called "said society".

2) THE DEVELOPER :

M/S. D'ZIRE, a registered partnership Firm represented by its Partner 1) OSIUR RAHAMAN, son of late Yakub Ali, 2) MERAJ AHMED, son of Abdul Rasid, having its office at 20/2B Camac Street, Shakespeare Sarani Kolkata-7000016

New Mandira Cooperative Housing Society Ltd.
Shekhar Sarkar
Secretary

New Mandira Cooperative Housing Society Ltd.
Abdul Mannan
Joint Secretary

New Mandira Cooperative Housing Society Ltd.
Abdul Rashid
Chairman

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3) THE SAID PROPERTY :

The said property shall mean 12 (twelve) Cottahs 8 (eight) Chittaks 34.5 (thirty four point five) sq. ft. more or less situated and lying under Premises No. 13A, Chetla Road, Kolkata- 700027, within the Kolkata Municipal Corporation Ward No. 82, under Borough No. IX, shall be known, numbered, called, distinguished and/or described more fully and particularly in Schedule "A" written hereunder.

4) THE NEW BUILDING :

The New Building shall mean the proposed building to be constructed at the said premises as per sanction of the building plan to be sanctioned by the Kolkata Municipal Corporation.

5) COMMON FACILITIES :

Common facilities shall mean and include corridors, Hallways, Roof, Staircase, stair case landing, common toilet, passage said spaces and common conveniences whatsoever required for the beneficial enjoyment use and occupation by the occupiers thereof of the proposed building.

6) SALEABLE SPACE :

Saleable space shall mean the space in the New Building available for independent use and occupation, other than the space allowable to the owners or flat purchasers along with the right to use and

New Madira Cooperative Housing Society Ltd.
Shekhar Sarkar
Secretary

New Madira Cooperative Housing Society Ltd.
Abdus Mamun
Joint Secretary

New Madira Cooperative Housing Society Ltd.
Abdul Rasheed
Chairman

Osair Rana

Mary Khan

enjoy the common facilities and conveniences provided in the New Building together with proportionate share of land under the building.

7) OWNERS' ALLOCATION :

Owners' Allocation shall mean 50% (fifty percent) of the newly constructed area in the new building from Ground floor to other Floors in equal share which is to be constructed together with undivided proportionate share of land under the said building and common area free from all encumbrances morefully and particularly described in Schedule "B" hereunder.

New Media Cooperative Housing Society Ltd.
Shahbaz Sarfaraz
Secretary

8) DEVELOPER'S ALLOCATION :

Developer's allocation shall mean 50% of the constructed area in the new building from Ground Floor to other Floors in equal share which is to be constructed together with undivided proportionate share of land under the building and common area which is to be constructed fully described in the Schedule "C" herein below.

New Media Cooperative Housing Society Ltd.
Abdul Mamon
Joint Secretary

9) THE ENGINEER/ARCHITECT :

The Engineer shall mean as the consulting engineer who will be appointed by the Developer for designing and planning of the New Building or any other persons who will be appointed hereinafter for the similar purpose.

New Media Cooperative Housing Society Ltd.
Abdul Rasheed
Chairman

Sanjay

Mary

10) THE BUILDING PLAN

The Building Plan to be prepared by the Architect/Engineer appointed by the Developer for the construction of the New Building and to be submitted before the competent authority for sanction duly signed by the Owners or their Attorney.

11) DATED:

All dates, time and periods shall be in accordance with English Calendar.

WHEREAS the NEW MANDIRA CO-OPERATIVE HOUSING SOCIETY LTD. had acquired the said plot of land by way of two deed of sale both dated 4th July, 1994 which were duly registered before the Registrar of Assurance Kolkata recorded in Book No. I, Volume No. 264, Pages 232 to 245, Being No. 9053, for the year 1994 and Book No. I, Volume No. 20, Pages 18 to 26, Being No. 9054 for the year 1994 from the then owner Prodyut Kumar Auddy & others.

AND WHEREAS a deed of declaration was executed in between the said Parties on 17th March, 1998 and registered before the D.R. Alipore recorded in Book No. I, Volume No. 7, Pages 214 to 224, Being No. 226 for the year 1998.

AND WHEREAS the Landowners now seized and possessed of the said land in physical measurement containing an area of 12 (twelve)

New Madira Cooperative Housing Society
Shehnaaz Sohan
Secretary

New Madira Cooperative Housing Society Ltd.
Abdul Mamon
Joint Secretary

New Madira Cooperative Housing Society
Abdul Rasid
Cashier

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Cottahs 3 (three) Chittaks 39 (thirty nine) sq. ft. more or less by virtue of Deed of Conveyance.

New Madira Cooperative Housing Society Ltd.
Shekhar Sarkar
Secretary

AND WHEREAS that the Land Owners/said Society herein now seized and possessed of or otherwise well and sufficiently entitled to ALL THAT land measuring an area about 12 (twelve) Cottahs 8 (eight) Chittaks 34.5 (thirty four point five) sq. ft more or less being Municipal Premises No. 13A, Chetla Road, Kolkata- 700027, within Chetla Police Station- in the District of South 24 Parganas.

New Madira Cooperative Housing Society Ltd.
Abdul Momen
Joint Managing

AND WHEREAS the Land Owner/said society herein intends to construct a multistoried building on the said land measuring 12 (twelve) Cottahs 8 (eight) Chittaks 34.5 (thirty four point five) sq. f t. more or less situated at and being Premises No. 13A, Chetla Road, Kolkata- 700027, within Chetla Police Station, under Ward No. 82, Borough No. IX, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas morefully described in the First Schedule below appointing a reputed Developer for that purpose.

New Madira Cooperative Housing Society Ltd.
Abdul Kader
Chairman

AND WHEREAS the landowner as per bye-laws Published a notification in the Daily Bengali Newspaper "Dainik Statesman" on 02.12.2013 inviting rates, quotation terms and allocation to be given to the Society in case of Joint Venture Agreement.

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AND WHEREAS the Developer knowing the intention of the land owners has approached the Owners to develop the said premises and formulated a Scheme to develop and build a multi storied new building over the said premises.

AND WHEREAS the Developer herein became the highest bidder. The land owner accepted its terms and authorized the Developer to construct strictly in accordance with the Plan to be Sanctioned by the Kolkata Municipal Corporation (hereinafter called the "said Building) at its cost and expenses and the owner has agreed to accept the Scheme of developer at or for the consideration mentioned herein upon the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows:-

ARTICLE - II DEVELOPER'S REPRESENTATIONS

- 1) In execution of this agreement and delivering the vacant possession of the said property by the Owner/said society to the Developer and to start construction of the New Building thereof after demolishing the existing structure with a further right, inter alia to exploit commercially its own saleable space in the manner as provided herein subject to the terms and conditions contained herein.
- 2) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said

Near Madira Cooperative Housing Society Ltd

Shekhar Sarkar
Secretary

Near Madira Cooperative Housing Society Ltd

Adeel Mammen
Joint Secretary

Near Madira Cooperative Housing Society Ltd

Abdul Razaq
Chairman

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property or any part thereof or interest in respect thereof in favour of the Developer, save as herein expressly provided, except the right of the Developer to commercially exploit its own allocation of saleable space in the proposed New Building in terms hereof and to deal with the same in the manner hereinafter stated. The Developer have right to mortgage the property mentioned in the Schedule "A" hereunder written to any Bank or Finance Institution.

ARTICLE - III : CONSIDERATION

In consideration of the Owner having agreed to grant the Developer an exclusive Agreement to commercially develop and exploit the said property as provided herein besides the allocation of saleable space in the Building comprising distribution of Build up area along with undivided proportionate share of land and common share and use of common service area in favour of the Owners.

- 1) That it is hereby agreed by and between the Landowners and Developers that the total consideration against the developing of the said Schedule referred to "A" in the following manner :-

OWNERS ALLOCATION shall mean total 50% of the total constructed area in the multi storied building together with undivided proportionate share of land and common service area in lieu of the land value provided by the land owners taken free from all encumbrances. The Developer shall be entitled to the

New Madira Cooperative Housing Society Ltd.

Shekhar Sarbajit
Secretary

New Madira Cooperative Housing Society Ltd.

Asad Mamon
Joint Secretary

New Madira Cooperative Housing Society Ltd.

Abdul Karim
Chairman

M/S. D'ZIR
[Signature]
Partner

M/S. D'ZIR
[Signature]
Partner

remaining saleable space along with proportionate share of land and the common amenities services of the proposed building as per Building Plan which the Developer shall entitled to sale, transfer, lease and/or otherwise deal with it deems fit and proper and it shall be entitled to Sale, transfer, lease and/or otherwise deal with it deems fit and proper and it shall be entitled to enter into agreements and other commitments with any other party or parties in regard to disposal thereof. On every such occasion the Owners shall execute and confirm such documents directly to the intending purchasers including agreement without obtaining any consideration. That the party of the First Part undertake to produce the necessary and/or relevant papers and documents within 30 days and execute a Power of Attorney, shall obtain No Objection Certificate from the D.R.C.S. otherwise the First part shall return back all the earnest money and security deposits received to the Developer.

2) That the developer has agreed to pay Rs. 17,50,000/- (Rupees Seventeen lacs fifty thousand) only as security Deposit which will be adjusted from the owner's allocation. The developer agrees to pay further amount that may be needed by the said society for which also will be adjusted later on as aforesaid.

3) In consideration of the Developer having agreed to bear the cost of construction having of the Owner's allocated portion in full, as mentioned in clause herein above and as per Schedule "B"

New Madira Cooperative Housing Society Ltd.

[Signature]
Secretary

New Madira Cooperative Housing Society Ltd.

[Signature]
Joint Secretary

New Madira Cooperative Housing Society Ltd.

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Chairman

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herein below written, the Owners will transfer to the Developer and/or its nominee/nominees undivided proportionate share of the land in conformity with the saleable space to be sold, transferred and conveyed to such parties by the Developer.

New Madia Cooperative Housing Society Ltd.

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4) That on getting sanctioned plan from K.M.C. the parties shall marked their respective allotments in a copy of the same in different colours and duly endorsed their signature therein.

New Madia Cooperative Housing Society Ltd.

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5) The Deed or Deeds of Conveyance of the flat/units appertaining to Developer's allocation along with undivided proportionate share of land in terms hereof shall be executed by the Owners in such part or parts as shall be required to the Developer in Developer's favour and/or the nominee/nominees of the Developer PROVIDED AWAY that the Owners will have no claim on the consideration money thereof passed between the Developer and its nominee Developer shall remain duty bound to acknowledge receipt of such amount in the memo of consideration of the said Deed or Deeds and also shall execute necessary indemnity in favour of the owners against any actionable claim by any authority.

New Madia Cooperative Housing Society Ltd.

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ARTICLE - IV : PROCEDURE

1) The Land owner shall handover the original Title Deed Original Tax bill and other original papers in favour of the Developer at the time of executing this agreement. The Developer after

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receiving the said original documents shall submit an Indemnity Bond for producing the original documents to the Owners as and when required.

New Madira Cooperative Housing Socy., Ltd.
Shelhan Sarhan
Secretary

2) All application referred to in Clause 1 and 2 above will be applied in the name of the owners and the necessary permissions and/or clearance shall be obtained in the name of the Owners and original sanctioned building plan shall be retained by the Developer; One copy to be handed over to the secretary of the Society.

New Madira Cooperative Housing Socy., Ltd.
Ahmed Mamon
Joint Secretary

3) In as much the parties hereto have agreed to allocate amongst themselves the supper built up area in the new building in the manner herein before stated, the Developer will be entitled to proportionate undivided share and interest in the land comprised in the said property, such proportionate area to be determined as per Schedule "B" and "C".

New Madira Cooperative Housing Socy., Ltd.
Ahmed Pasha
Chairman

4) The said undivided proportionate area of land shall be deemed to be transferable to the Developer at any time after the execution of this agreement and the deed of conveyance shall be required by the Developer in favour of the Developer or its nominee or nominees in the manner provided herein as and when the new building will be constructed undivided share of land will be transferred along with flat/space.

New Madha Cooperative Housing Society Ltd.
Shelhan Sonkar
Secretary

New Madha Cooperative Housing Society Ltd.
Aadul Momin
Joint Secretary

New Madha Cooperative Housing Society Ltd.
Aadul Momin
Chairman

5) The Developer shall bear all expenses whatsoever to obtain necessary sanction/permission and/or clearance for the Building Plan including any modification plan together with all other expenses as mentioned herein without any reimbursement of same from the owners.

6) The Owners will render to the Developer all reasonable assistance to obtain all sanctions, permission, approvals as and when required by the Developer and the Owners hereby agree, assure, declare that they will sign and execute such plans, applications and other papers and deeds documents, including a Notarial and Registered Power of Attorney as may be required by the Developer from time to time at the cost and expenses of the Developer.

7) The Owners will grant to the Developer a Registered General Power of Attorney simultaneously with this Agreement that may be required to pursue sanction of the plan and construction, of the New Building including Power to enter into agreement for sale only in respect of Developer's allocation and other acts mentioned in the said General Power of Attorney.

ARTICLE - V : INITIATION OF THE DEVELOPMENT PROGRAMME

1) That the construction of the building will be completed within 24 (twenty four) months from the date of sanction of the building

Devendra

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plan. That for the period of 24 (twenty four) months i.e. during the construction of the proposed new building the Developer shall hold possession of the property for itself for the purpose of construction of building. The Owners have the right to inspect the constructional work of their allocated portion during the period of construction.

New Madira Co-operative
Shekhar Sarkar

2) The Developer shall at its own costs shall construct the New Building as would be sanctioned, permitted and/or approved by the Kolkata Municipal Corporation and/or other competent authorities.

New Madira Co-operative
Debdy Manam
Joint Secretary

3) The Developer shall be authorized by the Owner to apply for to obtain temporary and/or permanent connection of water, electricity, gas and/or other facilities required of the New Building.

New Madira Co-operative
Abhishek
Chairman

4) A registered General Power of Attorney in favour of Developer or to his nominee/nominees will be executed and registered at the time of execution of the Agreement.

5) The Developer will hand over the Owner's allocation and issue the possession letter to the owners.

6) All costs, charges and expenses including Architect's fees shall be paid and discharged by the Developer and the Owner will have no responsibility whatsoever therefore.

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New Madia Cooperative Housing Society Ltd.

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- 7) The Developer shall bear all liabilities and responsibilities and shall bear all costs of shifting of tenants and if any disputes arises locally then the owners will take all sorts of measure to regularize the matter.
- 8) The Developer shall take all the materials and things which will be available after demolishing of the existing building.

ARTICLE- VI : SPACE ALLOCATION

New Madia Cooperative Housing Society Ltd.

[Handwritten signature]
Joint Secretary

New Madia Cooperative Housing Society Ltd.

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Chairman

- 1) The Owners will entitled to the Owners' allocation as particularly mentioned in Schedule "B" herein contained within 24 (twenty for) months from the date of Sanction Plan.
- 2) On completion of construction of the New Building the Developer shall be entitled to the saleable space as particularly mentioned in Schedule "C" herein contained. However PROVIDED ALWAYS that the Developer shall be at liberty to enter into such Agreement for Sale of the flats/spaces from the date of signing of this Agreement or as it would deem fit and proper.
- 3) The Developer's allocation constructed area of the New Building, shall belong to the Developer who shall be entitled to use the same as it deems fit and proper but subject to the law, rules and regulations which shall be in force without any objection from the OWNER PROVIDED ALWAYS.

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New Madra Cooperative Housing Society Ltd.
Shelcher Sarker
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- 4) The Common areas of the New Building shall be controlled by the Owners and the Developers and there after the Purchasers of the apartment jointly in such manner as they may decide.
- 5) Built up areas shall mean constructed area of the flat/space and proportionate share of the stair of the Building and super built up area means add 20% of the Built up area.

ARTICLE - VII : RATES AND TAXES

New Madra Cooperative Housing Society Ltd.
Asad Mannan
Joint Secretary

The Owners shall be liable to pay all taxes and other dues if any of the existing plot of land till the date of signing of this Development Agreement and thereafter Developer shall bear all the taxes for the said plot of land Owner's allocation share till delivery of possession to the owners and till sale of his allocated share to the Purchasers. The Owners will handover in peaceful vacant possession the plot of land to the Developer on the date of signing of this Development Agreement.

ARTICLE - VIII : SERVICES & CHARGES

New Madra Cooperative Housing Society Ltd.
Abdul Haseeb
Chairman

After completion of Owner's Allocation within due period as stated above by the Developer, the Owners will herein take possession of their allocated area in the new building and on taking possession, they will be responsible to pay and bear the proportionate services charges maintenances for the common facilities in the New Buildings.

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New Madia Cooperative Housing Society Ltd.

Shelhan Sarlen
Secretary

New Madia Cooperative Housing Society Ltd.

Abdul Mannan
Joint Secretary

New Madia Cooperative Housing Society Ltd.

Abdul Rashid
Chairman

ARTICLE - IX : OWNER'S OBLIGATION

- 1) The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Building as per K.M.C. Building Plan by the Developer subject to fulfillment of the terms and conditions mentioned herein.

- 2) The Owners hereby agree and covenant with the Developer and the Developer hereby agree and covenant with the Owner not to let out grant, lease, mortgage and/or charge the said property or any portion thereof without consent in writing of the Owners in respect of the owner's allocated portion or space in New Building.

ARTICLE - X : DEVELOPER'S OBLIGATIONS

- 1) The Developer hereby agree and covenant with the Owners to complete the construction of the Owner's allocation is habitable and complete condition within 24 (twenty four) months from the date of sanction plan to be sanctioned by K.M.C.

- 2) The Developer hereby agree and covenant with the Owners not to violate or contravene any of the provisions or rules applicable for consideration of the New Building.

Sanjay

Sanjay

New Madira Cooperative Housing Society
Shekhar Saxena

New Madira Cooperative Housing Society
Asad Memon
Joint Secretary

New Madira Cooperative Housing Society
Abul Kalam
Chairman

3) The Developer hereby agree and covenant with the owners not to do any Act or Deed or thing by which the Owners may be prevented from enjoying, selling, assigning and/or disposing their allocated portion in the constructed buildings.

4) The Developer shall deliver the owners' allocation to the Owners in complete as per specification to the owners within 24 (twenty four) months from the date of Sanction Plan and getting khas possession of the premises. If the Developer fails to deliver the possession of Owner's allocation within the above stated stipulated period. Then the Developer shall compensate for that.

ARTICLE - XI : OWNER'S INDEMNITY

The Owners hereby undertake that the Developer shall be entitled to construction and complete the development of the said property and construct the Building and enjoy its allocated space without any interference and/or disturbances. The Owners hereby agree to indemnify the developer against all actions, suits costs proceedings and claims that may arise in respect in or relating to the owner's title in the said property.

ARTICLE - XII : DEVELOPER'S INDEMNITY

1) The Developer hereby undertakes to keep the Owners sufficiently indemnified against all claims and action, demands,

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suits and proceedings arising out of the developments, program in terms hereof.

- 2) The Developer hereby undertakes to keep the Owners further indemnified against all actions suits, costs proceedings and claims that may arise out of the Developers actions with regard to the development of the said property.

ARTICLE - XIII : TITLE DEEDS

The original of title deeds in respect of the said property, original General Power of Attorney, executed in favour of the Developer and other papers and documents relating with the title of the property shall handover by the landowner in favour of the Developer against proper receipt at the time of signing this agreement.

ARTICLE - XIV : MISCELLANEOUS

- 1) The Owners and Developer have entered into this Agreement purely as a contract of joint venture Scheme and nothing contained herein which shall be deemed or construed as a Partnership between them.
- 2) It is understood that from time to time to facilities the construction of the new building by the Developer, various deeds, matter and things, not herein specified may be required to be done and/or executed by the Developer and for which the

New India Cooperative Housing Socy.

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Shelhan Sanyal

New India Cooperative Housing Socy.

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Ashu Mani
Joint Secretary

New India Cooperative Housing Society Ltd.

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Abdul Rezaq

Chairman

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New Madira Cooperative Housing Society
Shekhar Sankar
Secretary

New Madira Cooperative Housing Society
Adul Khan
Joint Secretary

New Madira Cooperative Housing Society
Hadeed Rasheed
Chairman

Developer may required the authority of owners and also various application and other documents may required to be signed or made by the Owners, relative or which specific provisions may have not been herein the owners hereby authorize the Developer to execute and sign all such deeds and documents and at the request and at the cost of the Developer. The Owners also undertake to sing and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters, do not in any way, prejudice the legal rights of the owners and/or go against the spirit of this Agreement. All cost in this regard shall be borne by the Developer, for the purpose of development at the site only.

- 3) Any notice required to be given by the Owners will without prejudice to any other mode of service available, deemed to have been served on the Developer, if delivered by hand or sent by registered post with acknowledgement due, at the 1st known address of the Developer recorded with the owners.
- 4) Any notice required to be given by the Developer shall without prejudice to any other mode of service available, deemed to have been served on the owners, if to be delivered by hand or sent by registered Post with A/D.
- 5) That the Developer shall complete the out side plaster and outside painting of the newly constructed building.

Signature

Signature

ARTICLE - XV : FORCE MAJURE :

The Parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majeure and such obligation shall be suspended the duration of the force majeure. In this regard, force majeure shall mean and include flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or other act beyond and the control of the parties hereto.

MODE OF EXECUTION OF DOCUMENTS RELATING TO TRANSFER OF DEVELOPERS ALLOCATION

Save and except what are stated herein above the parties herein shall execute all documents relating to transfer of developers allocation in the manner follows:-

- 1) All agreements relating to transfer of developers allocation shall be executed and confirmed by the Developer but in all cases the Developer shall realize and utilize any consideration for the purpose of construction activities, such consideration may be payable to the Developer in terms of any intending Purchaser of that and/or Unit. The Owner shall not remain liable for such consideration.
- 2) The Owners shall execute necessary Deed of Transfer in favour of intending Purchaser of flat/space appertaining to

New Madras Cooperative Housing Co.
Shelkar Sankar

Abdul Manan
Joint Secretary

New Madras Cooperative Housing Co.
Signature
Chairman

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Developers allocation but the Owners shall not realize consideration for the same and all such documents the Developer shall sign as confirming party and receipt of consideration favour any intending purchaser.

SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece and parcel of homestead land measuring or containing 12 (twelve) Cottahs 8 (eight) Chittaks 34.5 (thirty four point five) sq. f t. more or less lying and situated under Premises No. 13A, Chetla Road, Police Station- Chetla, Kolkata- 700027, and the Municipal Ward No. 82, under Borough No. IX, being Assessee No. 110062900088, which is butted and bounded as follows:-

ON THE NORTH : Premises No. 14, Chetla Road;

ON THE SOUTH : C.I.S. 12/1, Chetla Road;

ON THE EAST : Own Private Path connected with Chetla Road;

ON THE WEST : K.M.C. (Park);

OR HOWSOEVER OTHERWISE the said land hereditaments and premises and every part thereof TOGETHER with all sorts of easement right and ingress and egress and every part thereof.

SCHEDULE - "B" ABOVE REFERRED TO :

(Owner's/Said Society's Allocation)

Owners'/said Society's Allocation shall mean 50% of the constructed area in the new building from Ground floor to other Floors in equal share which is to be constructed together with undivided proportionate

New India Cooperative Housing Soc.
Shelhan Sarkar
Secretary

New India Cooperative Housing Soc.
Abdul Momen
Joint Secretary

New India Cooperative Housing Soc.
Abdul Karim
Chairman

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share of land under the said building and common area from all encumbrances.

New Madhya Cooperative Society
Shekhar Sarkar

SCHEDULE "C" ABOVE REFERRED TO :

(Allocation of Space to the Developer)

Developer's allocation shall mean 50% of the constructed area in the new building from Ground floor to other floors in equal share which is to be constructed over "A" Schedule property together with undivided proportionate share of land and other amenities and rights attached thereto.

New Madhya Cooperative Housing Sociy
Abdul Momin
Joint Secretary

SCHEDULE - "D" ABOVE REFERRED TO:

(Specification)

- 1) **CONSTRUCTIONAL FEATURES** : The structure shall be of R.C.C. frame, 5 inches and 3 inches thick internal brick wall partitions and 8 inch external brick wall by first class bricks with cement mortar of requisite mix duly punned with plaster of Paris. The external surface will be treated with standard water proof cement paint.

The specification and colour combination will be in total conformity and harmony with the taste and life style of the inhabitants.

Chairman

New Madhya Cooperative Housing Society
Prasad Rastogi

- 2) **ARCHITECTURAL STYLE** : Modern elevation finished in super snowcem finish combination.

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Shekhar Sankar

Agam Momen
Joint Secretary

Abdul Razaq
Chairman

- 3) **DOORS** : (a) Internal Doors - Flush Type in both side paint finish, (b) Main Door Sagoon Wooden paneled Door outside polish finish and (c) Bathroom Door- P.V.C. finish. All frames of Doors would be made of Salwood.
- 4) **WINDOWS** : M.S./Aluminum with Glazing Glass.
- 5) **FLOORS** : All floors & stair- finish with Mosaic/Marble/Tiles. Toilet- Finish with mosaic/Tiles.
- 6) **WALLS** : (a) General P.O finish, (b) Bathroom walls - Glaze tiles upto 6ft. height & (c) Kitchen walls- 2'-6" height glaze tiles above kitchen platform.
- 7) **KITCHEN** : (a) Platform - Marble/Black stone & (b) Sink- Stainless Steel;
- 8) **BATH ROOM** : Flooring of Bathroom - One Indian Type/ Commode, two tap water, connection one concealed top stainless steel shower.
- 9) **SANITARY** : Good quality fittings in the Bathroom in white sanitary wares, C.P. fittings (English type).
- 10) **ELECTRICAL** : Concealed copper wiring with switches, plug point on all switch board 2 light points and one fan point in

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each area, one light point, one exhaust fan point in Kitchen and Telephone points in living room and one Air condition point at Bed room, Cable wire- make Finolex or Havell's, Switch + plug make "Anchor", Main switch- Isolator type, with proper Earthing each flat.

- 11) **OTHER FACILITIES** : K.M.C. water and pump for continuous water supply, lighting in common areas.

COMMON SPACES, THINGS AND PORTIONS

- 1) Motor Pump for water lifting.
- 2) Meter room.
- 3) Pump room.
- 4) Caretaker room.
- 5) Garbage space.
- 6) Roof.
- 7) Underground and over head Reservoir.
- 8) Sewerage and Drainage connection.
- 9) Water pipe line and rain water pipe line connection.
- 10) Stair, Staircase.
- 11) Passage and other vacant spaces at the Ground floor.
- 12) Common walls and
- 13) Other common portions of the Building.

[Vertical stamp: New Madan Cooperative Housing S. Co.]
[Handwritten signature: Shobhan Soodan]

[Vertical stamp: New Madan Cooperative Housing S. Co.]
[Handwritten signature: Anand Manon]
[Vertical stamp: Joint Secretary]

[Vertical stamp: New Madan Cooperative Housing Society Ltd.]
[Handwritten signature: Shobhan Soodan]
[Vertical stamp: Chairman]

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

SIGNED, SEALED & DELIVERED

By the Parties at Kolkata

In the presence of :

WITNESSES:

1. Rabi Majumdar
82 No Chandra Road
KOL-700027

2. M. Ahmed
495, Diamond Harbour
Road, Kol-27.

New Madira Cooperative Housing Society Ltd.
Shekhar Sarkar
Secretary
New Madira Cooperative Housing Society Ltd.
Abul Mamon
Joint Secretary

New Madira Cooperative Housing Society Ltd.
Abul Mamon
Chairman

Signature Of The LANDLORD/
LANDOWNER

M/S. D'ZIRE

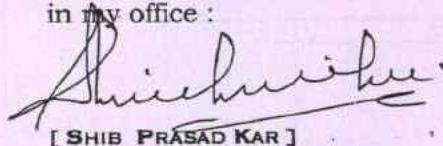
Sanjeev
Partner

M/S. D'ZIRE

Meraj Ahmed
Partner

Signature Of The DEVELOPER/SECOND
PARTY

Drafted by me & prepared
in my office :

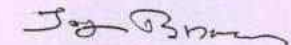


[SHIB PRASAD KAR]

Advocate

Alipore Judges' Court,
Kolkata- 700 027

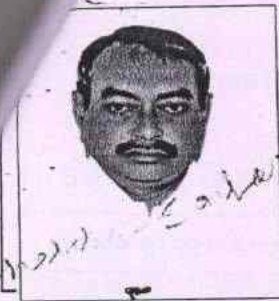
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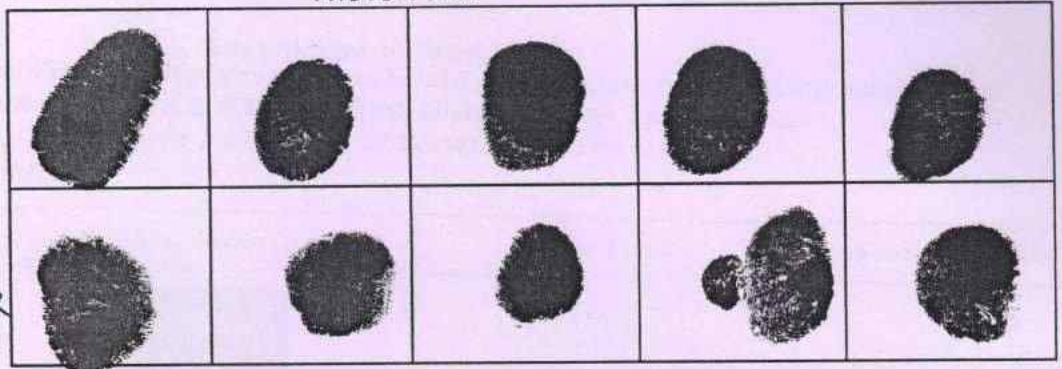
Alipore Judges' Court, Kol-27

PHOTO FORM



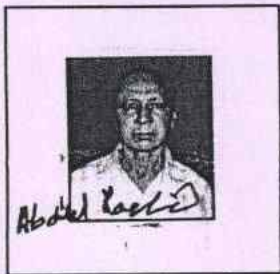
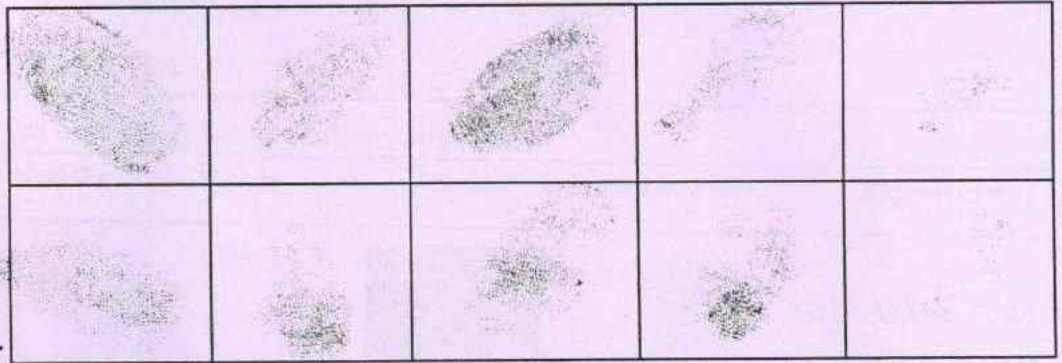
Name : SHEKHAR SARKAR

Sign : Shekhar Sarkar



Name : ABDUL MANNAN

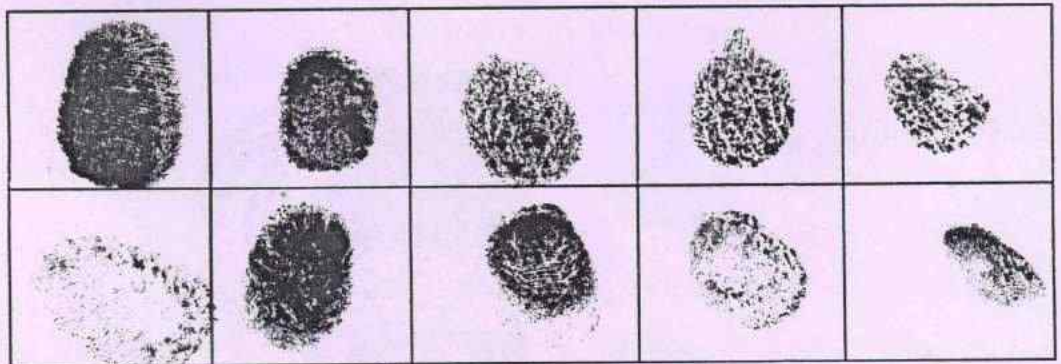
Sign : S.K. Abdul Mannan



Name : ABDUL RASHID

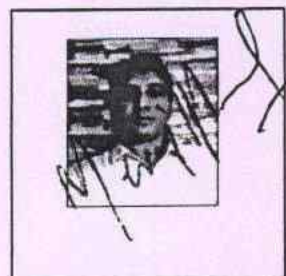
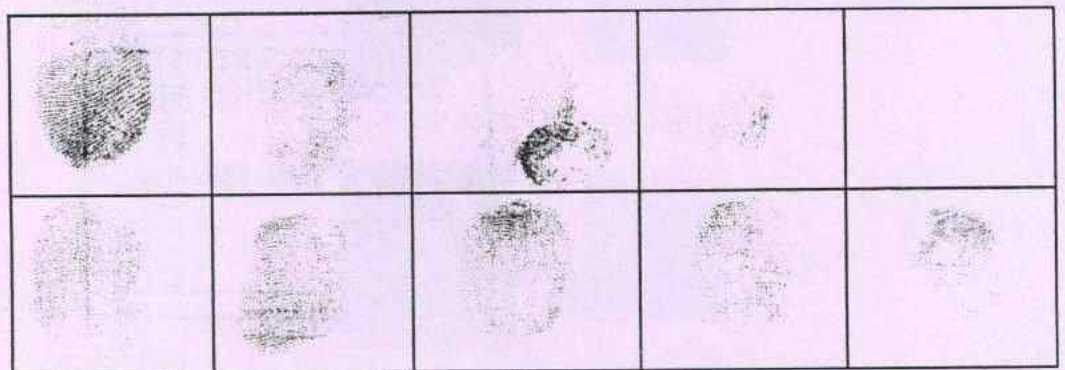
Sign : A. Rashid

Abdul Rashid



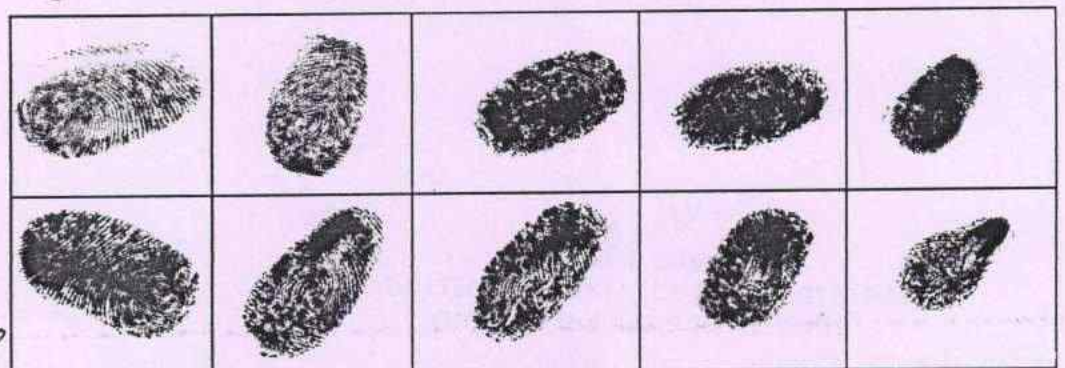
Name : OSUR RAHAMAN

Sign : Osur Raha





Name : MERAJ AHMED

Sign : Meraj Ahmed











Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 02174 / 2014

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Shekhar Sarkar 67 A, Peary Mohan Roy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	 05/03/2014	 LTI 05/03/2014	<i>Shekhar Sarkar</i> 05.03.2014

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

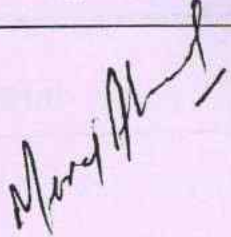
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shekhar Sarkar Address -67 A, Peary Mohan Roy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 05/03/2014	 LTI 05/03/2014	<i>Shekhar Sarkar</i>
2	Abdul Mannan Address -Village:Simulia, P.O. :-Simulia, District:-Purba Midnapore, WEST BENGAL, India, Pin :-721649	Self	 05/03/2014	 LTI 05/03/2014	<i>Abdul Mannan</i>
3	Abdul Rashid Address -T-194/13, Jugipara Lane, Kolkata, W. B., India, Pin :-700018	Self	 05/03/2014	 LTI 05/03/2014	<i>Abdul Rashid</i>
4	Osiur Rahaman Address -20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700016	Self	 05/03/2014	 LTI 05/03/2014	<i>Osiur Rahaman</i>

(Arbab Basu)
(Arbab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 02174 / 2014

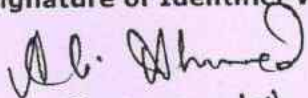
II . Signature of the person(s) admitting the Execution at Office.

S/ No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Meraj Ahmed Address -20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700016	Self		 LTI	
			05/03/2014	05/03/2014	

Name of Identifier of above Person(s)

Ali Ahmed
 45/5, Diamond Harbour Road, Kolkata, District:-South
 24-Parganas, WEST BENGAL, India, Pin :-700027

Signature of Identifier with Date


 5.3.2014,



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

Endorsement For Deed Number : I - 01724 of 2014
(Serial No. 02174 of 2014 and Query No. 1605L000003685 of 2014)

On 05/03/2014

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. 19260.00/-, on 05/03/2014

(Under Article : B = 19239/- ,E = 21/- on 05/03/2014)

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.-5,62,30,481/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as:
Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 70021/- is paid , by the draft number 815235, Draft Date 04/03/2014, Bank :
State Bank of India, MIDDLETON ROW, received on 05/03/2014

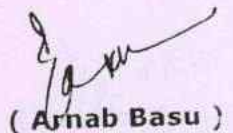
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13.00 hrs on :05/03/2014, at the Office of the A.D.S.R. ALIPORE by
Shekhar Sarkar , one of the Executants.

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

Execution is admitted on 05/03/2014 by

1. Shekhar Sarkar
Secretary, New Mandira Co - Operative Housing Society Ltd., 67 A, Peary Mohan Roy Rd, Kolkata,
Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
By Profession : Business
2. Abdul Mannan
Joint Secretary, New Mandira Co - Operative Housing Society Ltd., 67 A, Peary Mohan Roy Rd,
Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
By Profession : Business.


(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

05/03/2014 14:44:00



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

Endorsement For Deed Number : I - 01724 of 2014
(Serial No. 02174 of 2014 and Query No. 1605L000003685 of 2014)

3. Abdul Rashid
Chairman, New Mandira Co - Operative Housing Society Ltd., 67 A, Peary Mohan Roy Rd, Kolkata,
Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
. By Profession : Business
4. Osiur Rahaman
Partner, M / S . D Zire, 20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata,
WEST BENGAL, India, Pin :-700016.
. By Profession : Business
5. Meraj Ahmed
Partner, M / S . D Zire, 20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata,
WEST BENGAL, India, Pin :-700016.
. By Profession : Business

Identified By Ali Ahmed, son of Late Md. Rafique Khan, 45/5, Diamond Harbour Road, Kolkata,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Muslim, By Profession:
Business.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR