

09448/2013

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

₹.1000

Rs.1000



21/12
2013

OK

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 675955

It is hereby certified that the document is a true copy of the original as registered. The signature sheets and the endorsement sheets attached with the document are part of this document.

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23 DEC 2013

21 DEC 2013

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MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT made on this 23rd day of December, 2013 BETWEEN





Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 09448 of 2013

(Serial No. 09635 of 2013 and Query No. 1604L000020834 of 2013)

On 23/12/2013

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

Presented for registration at 21.00 hrs on :23/12/2013, at the Private residence by Sudip Ghosh
Claimant.

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

Execution is admitted on 23/12/2013 by

1. Samir Kumar Aditya, son of Late Dharendra Nath Aditya , 3 Garia Place, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Retired Person
2. Sobha Aditya, wife of Late Sambhu Nath Aditya , 3 Garia Place, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : House wife
3. Krishna Aditya, wife of Late Sekhar Nath Aditya , 3 Garia Place, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : House wife
4. Goutam Aditya, son of Late Sambhu Nath Aditya , 3 Garia Place, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Service
5. Pankoj Aditya, son of Late Sambhu Nath Aditya , 3 Garia Place, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Service
6. Sampa Dam, wife of Subhasish Dam , Loch 11a2 High Land Park 925 Chak Garia, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700094, By Caste Hindu, By Profession : House wife
7. Dr Somnath Roy, son of Late Kamalendu Roy , 79b Hem Naskar Rd, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Professionals
8. Sudip Ghosh
Developer/proprietor, M/s Soham Construction, 20 Garia Place, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business
Identified By Anupam Aditya, son of Samir Kumar Aditya, 3 Garia Place, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste: Hindu, By Profession: Business.

On 24/12/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 4, 5(f) of Indian Stamp Act 1899.

Payment of Fees:



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV
EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS.
District:-South 24-Parganas

Endorsement For Deed Number : I - 09448 of 2013
(Serial No. 09635 of 2013 and Query No. 1604L000020834 of 2013)

Amount By Cash

Rs. 46.00/-, on 24/12/2013

(Under Article : E = 14/- , H = 28/- , M(b) = 4/- on 24/12/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,70,48,071/-


Certified that the required stamp duty of this document is Rs.- 40010 /- and the Stamp duty paid as: Imprestive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 39050/- is paid , by the draft number 399003, Draft Date 24/12/2013, Bank : State Bank of India, MAHAMAYATALA, received on 24/12/2013

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV




(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

11/11/2008

(1) **SRI SATTIE KUMAR ADITYA**, son of Late Dhirendra Nath Aditya, by faith Hindu, by Occupation Retd. Govt. Servant, by Nationality Indian, (2) **SMT SOBHA ADITYA** wife of Late Sambhu Nath Aditya, by faith Hindu, by occupation-House wife, by Nationality-Indian (3) **SMT. KRISHNA ADITYA**, wife of Late Sekhar Nath Aditya, by faith-Hindu, by occupation-House wife, by Nationality-Indian (4) **SRI GOUTAM ADITYA** son of late Sambhu Nath Aditya, by faith-Hindu, by occupation-Service, by Nationality-Indian, (5) **SRI PANKOJ ADITYA** son of late Sambhu Nath Aditya, by faith-Hindu, by occupation Service, by Nationality-Indian, all are residing at 3, Garia Place, Police Station- Sonarpur, Kolkata- 700084. (6) **SMT. SAMPA DAM**, daughter of late Sambhu Nath Aditya, wife of Sri Subhasish Dam, by faith-Hindu, by occupation-House Wife, by Nationality-Indian. Residing at LOCH, 11A2 High Land park, 925, Chak Garia, Police Station-Purba Jadavpur, Kolkata - 700094, and (7) **Dr. SOMNATH ROY** son of Late Kamalendu Roy, by faith Hindu, by occupation-Medical practioner, by Nationality Indian, residing at 79b, Hem Naskar Road, Police Station-Beliaghata, Kolkata - 700010, hereinafter collectively referred to as the **"OWNERS"** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators, legal representative, and/or nominees) of the **ONE PART**.

AND

M/S SOHAM CONSTRUCTION, a proprietorship concern, having its office at 20, Garia place, Police Station - Sonarpur, Kolkata- 700084, represented by its sole proprietor **SRI SUDIP GHOSH** son of Sri Pradip Kumar Ghosh, by faith Hindu, by occupation-Business, by Nationality-Indian, residing at 20, Garia Place, Police Station - Sonarpur, Kolkata- 700084 hereinafter referred to as the **"DEVELOPER"** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrator, legal, representatives, successor-in-interest and/or nominees) of the **OTHER PART**.

WHEREAS one Chandi Charan Aditya (Since deceased) was sole and absolute owner in respect of **ALL THOSE** piece and parcel of total area of Rayata Sthitiban land measuring about 72 (Seventy Two) Decimals be the same little more or less together with residential House standing thereon lying and situate at Mouza Barhans Fartabad , Pargana Medanmolla , J.L. No. 47, Touzi No. 109, R.S. No. 7 , out of total area of land measuring about 72 Decimals, 21(Twenty One) Decimals of Land under R.S. Khatian No. 222, R.S. Dag No. 152, 20 (Twenty) Decimals of land under R.S. Khatian No. 224, R.S.Dag No. 153, 19(Nineteen) Decimals of land under R.S. Khatian No. 223, R.S. Dag No. 154, and 12(Twelve) Decimals of Land under R.S Khatian No. 224, R.S. Dag No. 155, respectively within the police Station Sonarpur , District 24 parganas and the said chandi charan Aditya enjoying the said property without any interruption any corner ;

AND WHEREAS during the possession and enjoying the said property Chandi Charan Adity died intestate and Leaving and surviving his two son's namely (1) Sri. Nanilal Aditya and (2) Sri Dharendra Nath Aditya as his only legal heirs/successor of late Chandi Charan Adity and his wife pre-deceased him long before;

AND WHEREAS after demise of Chandi Charan Aditya his two son's (1) Sri Nanilal Aditya and (2) Sri. Dharendra Nath Aditya was inherited all the movable and immovable property left behind by their deceased father Chandi Charan Aditya and each one of them got the undivided share and/or interest the aforesaid landed property in accordance with the Hindu Succession Act;

AND WHEREAS by a registered Deed of Amicable Partition (in Bengali) dated 7th day of October 1947, corresponding to Bengali year 20th day of Ashin .1354 made between Sri. Nani lal Aditya son of late Chandi Charan Aditya residing at Barhans Fartabad, Police Station - Sonarpur, District 24 parganas, therein referred to as the party of first part and Sri Dharendra Nath Aditya, son of late Chandi Charan Aditya residing at Barhans Fartabad , Police Station-Sonarpur District 24 parganas therein referred to as the party of the Second part and as

such the parties therein named amicably partition their aforesaid property as mentioned in the said partition Deed (in Bengali) in accordance with law. The said partition Deed (in Bengali) was duly registered at Sub-Registrar Baruipur, District 24 parganas and recorded in Book. No. 1, Volume no. 54, Pages from 53 to 57 being/Deed No. 4848 for the year 1947;

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AND WHEREAS by virtue of the aforesaid Deed of partition (in Bengali) the said Dhirendra Nath Aditya became sole and absolute owner in respect of ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 10(Ten) Decimals out of 20 (Twenty) Decimals under R.S. Khatian No. 224, R.S. Dag No. 153, land measuring about 10 (Ten) Decimals out of 19 (Nineteen) Decimals under R.S. Khatian No. 223, R.S. Dag No. 154 and land measuring about 12 (Twelve) Decimals under R.S. Khatian No. 224 , R.S. Dag No. 155 , respectively totaling 32(Thirty Two) Decimals under Mouza Barhans Fartabad , Pargana Medanmolla , J.L. No. 47, Touzi No. 109, R.S. No. 7, within the police Station Sonarpur, District 24 parganas, and the said Dhirendra Nath Aditya recorded his name Revenue survey settlement as an owner thereof in accordance with law;

AND WHEREAS While in the possession of the aforesaid landed property Dhirendra Nath Aditya died intestate on 09/10/1973 and leaving and surviving his 4(Four) sons namely (1) Sri. Sambhu Nath Aditya ,(2) Sri. Sankar Nath Aditya (3) Sri. Samir Kumar Aditya , and (4) Sri Sekhar Nath Aditya and only married daughter Smt. Sova Rani Roy, wife of Sri Kamalendu Roy as his only legal heirs and successor of Dhirendra Nath Aditya his wife smt. Binapani Aditya pre-deceased him long before ;

AND WHEREAS after demise of Dhirendra Nath Aditya (Since deceased) his legal heirs Sri Sambhu Nath Aditya ,Sri Sankar Nath Aditya , Sri Samir Kumar Aditya , Sri Sekhar Nath Aditya, and Smt. Sova Rani Roy , has been inherited the aforesaid landed property which was left behind by their deceased father Dhirendra nath Aditya and each one of them got the undivided 1/5 share

and/or interest of the aforesaid land in accordance with the Hindu Succession Act. 1956;

AND WHEREAS by a registered Deed of Amicable partition (in Bengali) dated 4th day of May 1934 corresponding to Bengali year 21st day of Baisakh 1391, made between (1) Sambhu Nath Aditya, son of Late Dharendra Nath Aditya residing at Barhans, police Station- Sonarpur, District 24 Parganas, Kolkata-700084. Therein referred to as the party of the first part and (2) Sri Sankar Nath Aditya Son of Late Dharendra Nath Aditya residing at Barhans, Police Station Sonarpur District 24 parganas, Kolkata-700084, therein referred to as the party of the Second part, and (3) Sri Samir Kumar Aditya Son of Late Dharendra Nath Aditya residing at Barhans, Police Station Sonarpur, District 24 Parganas, Kolkata-700084, therein referred to as the party of third part and (4) Sri Sekhar Nath Aditya, son of Late Dharendra Nath Aditya, residing at Barhans, police station - Sonarpur, District 24 parganas, Kolkata 700084, therein referred to as the party of the fourth part and (5) Smt. Sova Rani Roy, daughter of Late Dharendra Nath Aditya, wife of Sri Kamalendu Roy residing at 79b, Hem Chandra Naskar Road, Beliaghata, Kolkata-10, therein referred to as the party of the fifth part and as such the party of the fifth part therein named in the said Deed of partition she has been granted conveyed, sold transferred assign and assured unto in her 1/5 share of land in respect of pond in favour of the parts of first, second, third and fourth part therein named and balance undivided 1/5 share of Bastu land and Bagan land has been granted conveyed sold transferred assign and assured unto in favour of Sri Sambhu Nath Aditya the party of first part therein named by received the wealty money as mentioned thereunder written from the party of the first part and the entire property partitioned in accordance with law The said amicable partition Deed (in Bengali) was duly registered at District Registrar, Alipore, South 24 Paraganas and recorded in Book No. 1, being/Deed No. 5615 for the year 1934;

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AND WHEREAS in pursuance of the amicable partition Deed dated 4th day of May 1984, Sankar Nath Aditya , son of Late Dhirendra Nath Aditya became the absolute owner in respect of his share of land and building in respect of the said property and while in the possession the same the said Sankar nath Aditya died intestate on 02/12/1993 as bachelor and leaving , surviving behind his 3(Three) brother namely (1) Sri Sambhu Nath Aditya (2) Sri Samir Kumar Aditya , and (3) Sri Sekher Nath Aditya and only married sister smt. Sobha Rani Roy as his only legal heirs and successor of deceased Sankar Nath Aditya and they inherited property left behind by the deceased Sankar Nath Aditya and each one of their got the undivided ¼ share of land and building which was left by the deceased Sankar Nath Aditya in accordance with Hindu succession Act ;

AND WHEREAS by virtue of the amicable partition date 4th day of May , 1984 and inherited the landed property from his deceased brother Sankar Nath Aditya the said Sri Sambhu Nath Aditya was sole and absolute owner in respect of ALL THAT the piece and parcel of land measuring about 13.025 Decimals equivalent to 7(Seven) cottahs, 14(Fourteen) Chittaks, 03(Three) sq. ft. be the same little more or less together with residential house standing thereon lying and situate at Mouza Barhans Fartabad, Pargana Medanmolla , J.I No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 223, and 224 R.S. Dag No. 153, 154 and 155 respectively within police station-Sonarpur ,District 24 paraganas (South) and the said Sri Sambhu Nath Aditya mutated his name before the Rajpur Sonarpur Municipality as an owner's thereof the said property being Known and number as Rajpur Sonarpur Municipality Holding No.234,Garia Place, ward No. 29 , Kolkata 700084;

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AND WHEREAS during the possession and enjoying the said property Sambhu Nath Aditya Died intestate on. 30/12/2011 leaving and surviving his wife Smt. Sobha Aditya 2(Two) sons namely (1) Sri. Goutam Aditya, (2) Sri Pankoj Aditya and only married daughter Smt. Sampa Dam wife of Sri Subhasish Dam as his only legal heirs and successors and each one of them got the undivided ¼

share and/or interest of the aforesaid land together with residential building standing thereon in accordance with Hindu succession Act. 1956;

AND WHEREAS after demise of Sambhu Nath Aditya (Since deceased) his legal heirs namely Smt. Sobha Aditya (wife), Sri Goutam Aditya (Son), Sri Pankoj Aditya (Son), and Smt. Sampa Dam (Married daughter), is undivided joint owners in respect of ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 13.025 Decimals equivalent to 7(Seven) Cottahs, 14 (Fourteen) Chittaks, 03(Three) sq. ft. be the same little more or less together with residential house standing thereon lying and situate at Mouza Barhans Fartabad pargana Medanmolla, J.L No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 223, and 224 R.S. Dag No. 153, 154 and 155 respectively within police station-Sonarpur, District 24 paraganas (South), being Rajpur Sonarpur Municipality, Holding No.234, Garia Place, Ward No. 29 Kolkata-700084. And they enjoying the said property without any interruption from any corner;

AND WHEREAS by virtue of law of inheritance the said Smt. Sobha Rani Roy was inherited the landed property from her deceased brother Sankar Nath Aditya in respect of ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 1.725 Decimals equivalent to 1(One), cottah 0(Zero), chittaks 31(Thirty One) sq. ft. be the same little more or less together with undivided share of residential building standing thereon lying and situate at Mouza-Barhans Fartabad, Pargana Medanmolla J.L No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 223 & 224 R.S. Dag No. 153, 154 and 155 (Land measuring about 0.625 Decimals more or less in Dag No. 153 and Land measuring about 1.1 Decimals more or less in Dag No. 154 & 155) respectively, police station-Sonarpur, within Rajpur Sonarpur Municipality ward No. 29, District 24 Parganas (South) ✓

AND WHEREAS thereafter Smt. Sova Rani Roy daughter of Late Dharendra Nath Aditya wife of Sri Kamalendu Roy died intestate on.18/11/2005and leaving behind his only son Dr. Somnath Roy as her only legal heirs of

deceased Sova Rani Roy and he inherited the property left behind by his deceased mother Sova Rani Roy in accordance with the Hindu Succession Act, 1956;

AND WHEREAS after demise of Smt. Sova Rani Roy her only son Dr. Somnath Roy is sole and absolute owner in respect of **ALL THAT** the piece and parcel of land measuring about 1.725 Decimals equivalent to 1(One), cottah 0(Zero), chittaks 31(Thirty One) sq. ft. be the same little more or less together with undivided share of residential building standing thereon lying and situate at Mouza- Barhans Fartabad , Pargana Medanmolla J.L No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 223 & 224 R.S. Dag No. 153, 154 and 155 (Land measuring about 0.625 Decimals more or less in Dag No. 153 and Land measuring about 1.1 Decimals more or less in Dag No. 154 & 155) respectively, police station-Sonarpur , within Rajpur Sonarpur Municipality ward No. 29 District 24 Parganas (South) and Sri Somnath Roy enjoying the said property without any interruption from any corner ;

AND WHEREAS by virtue of the amicable partition date 4th day of May 1984 and inherited the landed property from deceased Sankar Nath Aditya the said Samir Kumar Aditya, became the sole and absolute owner in respect of **ALL THAT** the piece and parcel of Rayata Sthitiban land measuring about 8.625 Decimals equivalent to 5(Five) cottah, 3(Three) chittaks, 22(Twenty Two) sq. ft. be the same little more or less together with residential house standing thereon lying and situate at Mouza Barhans Fartabad pargana Medanmolla , J.L No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 223, and 224 R.S. Dag No. 153, 154 and 155 respectively within police station-Sonarpur District 24 paraganas (South). And said Sri. Samir Kumar Aditya Mutated his name before the Rajpur Sonarpur Municipality as a owners thereof The Said property being Known and number as Rajpur Sonarpur Municipality Holding No. 233, Garia Place , Ward No. 29 , Kolkata - 700084,

AND WHEREAS by virtue of the amicable partition dated 4th day of May 1984 and the landed property inherited from his deceased brother Sankar Nath

Aditya the said Sri. Sekhar Nath Aditya became the sole and absolute owners in respect of ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 8.625 Decimals equivalent to 5(Five), cottah 3(Three), chittaks 22(Twenty Two) sq.ft. be the same little more or less together with residential house standing thereon lying and situate at Mouza Barhans Fartabad pargana Medanmolla , J.I No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 223, and 224 R.S. Dag No. 153, 154 and 155 respectively within police station- Sonarpur District 24 paraganas (South) and the said Sekhar Nath Aditya mutated his name before the Rajpur Sonarpur Municipality as a owners thereof and the said property being known and number as Rajpur Sonarpur Municipality , Holding No. 231 Garia Place , ward No. 29 Kolkata 700084 ;

AND WHEREAS during the possession and enjoying the said property Sekhar Nath Aditya died on 22/10/2013. And his wife Smt. Krishna Aditya inherited the aforesaid landed property whatsoever which was left behind by the said deceased Sekher Nath Aditya as his legal heir ;

AND WHEREAS in the above circumstance (1) ^{1/4} Sri. Samir Kumar Aditya, (2) ^{1/16} Smt. Sobha Aditya (3) ^{1/16} Smt. Krishna Aditya (4) ^{1/16} Sri Goutam Aditya (5) ^{1/16} Sri Pankoj Aditya (6) ^{1/16} Smt. Sampa Dam and (7) ^{1/16} Dr. Somnath Roy the owners herein have seized possessed and otherwise well and sufficiently entitled to ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 22 (Twenty Two) Decimals equivalent to 13 (Thirteen) cottahs-4(Four) chittaks 43 (Forty Three) sq. ft. be the same little more or less together with 40 years old brick built residential structure total measuring about 1155 sq. ft. covered area more or less standing thereon lying and situate at Mouza Barhans Fartabad J.I. No. 47 Touzi No.- 109, R.S. No. 7 under R.S. Khatian No. 223 and 224 R.S. Dag No. 154 and 155 being Rajpur Sonarpur Municipality Holding No. 231, 233, and 234 Garia Place , respectively ward No.29 Police Station – Sonarpur, District- 24 Parganas(South) more-fully particularly described in the part I of the FIRST SCHEDULE hereunder written.

AND

ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 10(Ten) Decimals equivalent to 6(Six) cottahs 0(Zero) Chittak 36(Thirty Six) sq.ft. be the same little more or less lying and situated at Mouza Barhans Fartabad , J.L. No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 224, R.S. Dag No. 153, Within the limits of Rajpur Sonarpur Municipality ward No. 29, Police Station-Sonarpur , District 24 Parganas (South) more-fully particularly described in the part II of the **FIRST SCHEDULE** hereunder written and they enjoying the said property without any interruption from any corner ; and the property is free from all sorts of encumbrance ;

AND WHEREAS now at present the owners herein joint owners in respect of ALL THAT the piece or parcel of Rayata Sthitiban land measuring about 32 (Thirty Two) Decimals equivalent to 19(Nineteen) Cottahs , 5(Five) Chittaks, 34 (Thirty Four) sq. ft. be the same little more or less together with 40 years old two storied brick build residential structure measuring about 1155 Sq. Ft. covered area more or less standing thereon lying and situate at Mouza Barhans Fartabad, J.L. No. - 47, under R.S. Khatian No. 223, and 224 respectively appertaining to R.S. Dag No. 153, 154, and 155 respectively being Rajpur Sonarpur Municipality Holding No. 231, 233, and 234 Garia Place, respectively Ward No. 29 , Police Station-Sonarpur, District-24Parganas (South) hereinafter referred to as the "SAID PREMISES" morefully particularly described in the part I & II of the **FIRST SCHEDULE** hereunder written.

AND WHEREAS The owners herein being desirous of Multi-Storied building / buildings upon the Said premises and exploit the said land commercially and the owners have approach the Developer to make the construction of Multi-Storied building upon the said premises thereafter the parties hereto discuss the several time for formulate the construction of Multi-Storied building in the said premises in accordance with law.

AND WHEREAS in pursuance of the discussion between the parties herein the Developer agree to Develop and/or construct the Multi-Storied buildings upon

the said premises and the owners herein agree with the Developer for the same on the terms and condition as stated hereinafter written.

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

ARTICLE -I

DEFINITIONS

In this Agreement, unless specifically mentioned :-

1.1 OWNERS shall mean and include (1) **SRI SAMIR KUMAR ADITYA**, son of Late Dhirendra Nath Aditya , by faith Hindu, by Occupation Rted. Govt. Servant , by Nationality-Indian, (2) **SMT SOBHA ADITYA** wife of Late Sambhu Nath Aditya , by faith-Hindu, by occupation-House wife, by Nationality-Indian (3) **SMT. KRISHNA ADITYA**, wife of Late Sekhar Nath Aditya, by faith-Hindu, by occupation-House wife , by Nationality-Indian, (4) **SRI GOUTAM ADITYA** son of late Sambhu Nath Aditya , by faith-Hindu, by occupation-Service, by Nationality-Indian, (5) **SRI PANKOJ ADITYA** son of late Sambhu Nath Aditya , by faith-Hindu , by occupation-Service , by Nationality-Indian , All are residing at 3, Garia Place, Police Station-Sonarapur , Kolkata- 700084. (6) **SMT. SAMPA DAM**, daughter of late Sambhu Nath Aditya , wife of Sri Subhasish Dam , by faith Hindu, by occupation-House wife, by Nationality-Indian. Residing at LOCH, 11 A2 High Land park , 925, chak Garia , Police Station-Purba Jadavpur , Kolkata - 700094 and (7) **Dr. SOMNATH ROY** son of Late Kamalendu Roy, by faith-Hindu, by occupation-Medical practioner, by Nationality-Indian, residing at 79b, Hemnaskar Road , Police Station Beliaghata, Kolkata - 700010.

1.2 DEVELOPER shall mean and include M/S **SOHAM CONSTRUCTION**, a proprietorship concern, having its office at 20, Garia Place, Police Station-Sonarapur, Kolkata- 700084 represented by its sole proprietor **SRI SUDIP GHOSH**, son of Sri Pradip Kumar Ghosh , by faith Hindu, by occupation - Business, by Nationality Indian, residing at 20 Garia Place , Police Station - Sonarapur , Kolkata- 700084.

1.3 **SAID PREMISES** shall mean and include **PART- I ALL THAT** the piece and parcel of Rayata Sthitiban land measuring about 22 (Twenty Two) Decimals equivalent to 13 (Thirteen) cottahs 4(Four) chittaks 43 (Forty Three) sq. ft. be the same little more or less together with 40 years old two storied brick built residential structure total measuring about 1155 sq. ft. covered area more or less standing thereon lying and situate at Mouza Barhans Fartabad J.L. No. 47 under R.S. Khatian No. 223, and 224 R.S. Dag No. 154 and 155 being Rajpur Sonarpur Municipality Holding No. 231, 233, and 234 Garia Place, ward No. 29 Police Station - Sonarpur , District-24 Parganas(South) more-fully particularly described in the Part I of the **FIRST SCHEDULE** hereunder written.

AND

ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 10(Ten) Decimals equivalent to 6(Six) cottahs 0(Zero) Chittak 36(Thirty Six) , sq. ft. be the same little more or less lying and situated at Mouza Barhans Fartabad , J.L. No. 47, under R.S. Khatian No. 224, R.S. Dag No. 153, written the limits of Rajpur Sonarpur Municipality ward No. 29, Police Station-Sonarpur , District 24 Parganas (South). more-fully particularly described in the Part II of the **FIRST SCHEDULE** hereunder written.

1.4 **EXISTING STRUCTURES** shall mean the two storied 40 years old brick build residential house standing on the said premises.

1.5 **NEW BUILDING/BUILDINGS** shall mean the new building or buildings to be constructed on the said property /premises with the maximum Floor Area Ratio (FAR) available or permissible under the new building rules and Regulation and subsequent amendments thereto for the time being prevailing as per the plan to be sanction by the Rajpur Sonarpur Municipality Building Department in accordance with law .

1.6 **UNIT** shall mean the constructed area and/or spaces in the building/buildings intended to be built and /or constructed area capable of

being occupied and enjoyed independently at the building or buildings to be constructed at the said property / premises.

1.7 ARCHITECT shall mean any person or company whom the Developer may appoint from time to time as the Architect of the New Building or Buildings to be constructed at the said premises.

1.8 THE PLAN shall mean the plan or plans, elevations, design, drawings and specification of the New Building or Buildings as shall be sanctioned by the Rajpur Sonarpur Municipality Building Department including modification, alteration or variation thereon, which may be from time to time by the Developer.

1.9 SALEABLE AREA shall mean the space or space in the building or buildings available for independent use and occupation after making due provisions for common facilities and the space required therefore.

1.10 OWNERS ALLOCATION shall mean ALL THAT the 50% (Fifty Percent) FAR(Floor area ratio) of sanctioned Building plan together with undivided undemarcated impartible proportionate share and/or interest of the land underneath the buildings with all easement rights along with right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-Storied building of the said premises as mentioned in the Part I of First schedule hereunder written, more fully particularly described in the part I of the SECOND SCHEDULE hereunder written AND

ALL THAT the 30 % (Thirty Percent) FAR(Floor area ratio) of sanctioned Building plan together with undivided, undemarcated, impartible proportionate share and/or interest of the land underneath the buildings with all easement rights along with right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-Storied building of the said premises as mentioned in the Part II of First schedule hereunder written. to be allocated to the owners which shall absolutely belong to the owners as consideration for permitting the Developer to develop the said premises and commercially exploit

the same. The owner's allocation is fixed there will be no escalation under any circumstances, morefully particularly described in the part II of the **SECOND SCHEDULE** hereunder written.

1.11 DEVELOPER ALLOCATION shall mean ALL THAT the remaining 50% (Fifty Percent) FAR (Floor area ratio) of the sanction building plan together with undivided, undemarcated, impartible, proportionate share and/or interest of land underneath the building of the said premises along with all easement rights and right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-storied building of the said premises as mentioned in the Part I of the First scheduled hereunder written, morefully particularly described in the part I of the **THIRD SCHEDULE** hereunder written.

AND

ALL THAT the remaining 70 % (Seventy Percent) FAR (Floor area ratio) of the sanction building plan together with undivided, undemarcated, impartible, proportionate share and/or interest of land underneath the building of the said premises along with all easement rights and right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-storied building of the said premises as mentioned in the Part II of the First scheduled hereunder written, which shall absolutely belong to the Developer as aforesaid under this agreement. It being expressly agreed that this will not prevent the Developer from entering into any Agreement for sale and transfer in respect of the Developer's Allocation, more-fully particularly described in the part II of the **THIRD SCHEDULE** hereunder written.

1.12 TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.13 TRANSFEEE shall mean a person ,persons, firm, Limited, company, Association or persons to whom any space and/or unit in the building or buildings to be constructed at the said premises, has been transferred.

1.14 WORDS importing singular shall include plural and vice versa.

1.15 WORDS importing masculine gender shall include feminine and neuter genders and vice versa.

ARTICLE - II
COMMENCEMENT

2. This Agreement shall be deemed to have been commenced on and with effect from the date of its execution.

ARTICLE - III
OWNER'S RIGHTS & REPRESENTATIONS

3.1 The owners is jointly seized and possessed of otherwise well and sufficiently entitled to ALL THAT the entirety of the said property/Premises, more fully and particularly described in the part I & II of the **FIRST SCHEDULE** hereunder written.

3.2 Excepting the owners no other person or persons has any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.

3.3 The owners herein is fully competent to enter into this Agreement.

3.4 The owners herein declare that the said premises is free from all encumbrances, charges, liens, lispendens, attachments , trusts, acquisitions, requisitions whatsoever or howsoever

3.5 There are no Thika Tenants in the said premises.

3.6 There is no Temple, Mosque, debutter or burial ground on the said premises.

3.7 There is no excess vacant land at the said property/ premises within the meaning of the West Bengal Urban Land (Ceiling & Regulations) Ac, 1976 and subsequent amendments thereto.

ARTICLE - IV
DEVELOPER'S RIGHTS

4.1 The owners hereby grants subject to what has herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the

said premises by demolishing the existing structure standing thereon and construct the new building or buildings on the said premises in accordance with the plan or plans to be sanctioned by the Rajpur Sonarpur Municipality with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.

4.2 All applications, plan and other papers and documents as may be required by the Developer for the Purpose of obtaining necessary sanction the building plan from the appropriate authorities, shall be prepared by the Developer at its own cost and shall be signed and submitted by the Developer on behalf of the owners and mutated in the records of the Rajpur Sonarpur Municipality and B.L. & L.R.O. and amalgamation of such lands. With the adjacent plot/Holding in accordance with law all costs, charges and expenses required to be paid or deposited for submission of such Mutation, amalgamation at Rajpur Sonarpur Municipality and other authorities shall be borne and met by the owners and Developer jointly as per ratio in these presents.

ARTICLE - V

TITLE DEEDS

5. Simultaneously with the delivery of possession of the said premises to the Developer, the owners shall also deliver to the Developer all the Original Documents of title in their possession relating to the said premises which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the owners and thereafter the Developer shall deliver the owners subject to covenant for production thereof upon demand by the Developer and /or its nominee or nominees being the purchasers of the several flats / other constructed spaces forming part of the Developer's Allocation .

ARTICLE - VI

CONSIDERATION

6. In consideration of the owners allowing the Developer to commercially exploit the said premises, the owners Allocation of in the proposed New Building or Buildings to be constructed at the said premises more fully

particularly described in the part I & II of the second schedule hereunder written.

ARTICLE - VII

PROCEDURE

7.1 . The owners shall grant a power of Attorney in favour of the Developer and /or a person nominated by the Developer for the purpose of obtaining necessary permissions and/or sanctions from different in connection with the Development of the said premises and also for pursuing and following up the matter with the Rajpur Sonarpur Municipality and other statutory authorities.

7.2 The Owners shall also grant a power of Attorney in favour of the said person for representing the owners in all documents for sale of the Developer's Allocation to the Transferee.

7.3 Within 30 (thirty) days from the date of these presents owners shall hand over the possession the entire premises without any objection , provided Developer's fulfill his obligations by this time.

ARTICLE - VIII

SPACE ALLOCATION

8.1 Upon finalization of the plan for construction of the new building or buildings at the said premises in respect of the owner's allocation as stated hereinabove and hereunder written shall be as per the Part I & II of the **SECOND SCHEDULE** hereunder written and the balance (50% of the Part I of the Third Schedule and 70% of the Part II of the Third Schedule) of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said New Building or Building at the said premises at its own cost and expenses. The area forming part of the owners Allocation and the Developer's Allocation shall be duly identified in the manner herein and shall be duly recorded in an Agreement for Allocation to be executed within 30 days from the date of the sanction plan as issued by the Rajpur Sonarpur Municipality.

8.2 The Developer shall on completion of the new building, put and delivered the peaceful vacant possession to the owners in undisputed possession of the owner's Allocation together with all right in common in the common portion and common facilities and car parking shall be delivered to the owner as performing part of the owners allocation as mentioned in the part I and II of the Second Schedule hereunder written.

8.3 Subject as aforesaid, the common portion of the said new building or buildings and the open space including the roof shall jointly belong to the Developer and the owners in proportion to their sharing ratio.

8.4 The owners shall be entitle to an exclusive right to transfer or otherwise deal with or dispose of the same the owner's Allocation in the new building or buildings at their will.

8.5 The Developer shall subject to the provisions herein contained be exclusively entitle to the Developer's Allocation in the new building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the owners and the owner's shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation within the stipulated.

8.6 Similarly the owners shall be entitle to transfer or otherwise deal with or dispose of the owner's Allocation without any interference from the Developer.

8.7 In so far as necessary all dealings by the Developer in respect of construction and completion of the new Building or building shall be in the name of the owners for which purpose the owners undertake to give in favour of a person representing the Developer power(s) of Attorney in a from in manner reasonable required by the Developer. It being understood however that such dealings shall not in any manner fasten or create any financial liability upon the owners and the Developer shall in all respects be liable for all dealings in respect of the Developer's Allocation and hereby indemnifies the owners for all financial liability.

8.8 The Owners shall execute the Deed(S) of conveyance in respect of the proportionate undivided share of interest in the land in favour of the Developer and/or its nominee or nominees in such manner as may be lawful required by the Developer.

ARTICLE - IX

BUILDINGS

9.1 The Developer shall at his own costs, construct, erect and complete the new building or buildings in all respects at the said premises in accordance with the plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged, at its own cost, to construct, erect and complete the portion of the owner's Allocation in the New Building or Buildings at the said premises with the good and standard materials as specified in the FIFTH SCHEDULE hereunder written.

9.2 The salvage arising out of the demolition of the existing structure shall belong to the Developer and the Developer shall be entitled to dispose of the same and realize the proceeds thereof.

9.3 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the FIFTH SCHEDULE hereunder written.

9.4 The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the said new building or buildings and various units and/or apartments commercial space therein in accordance with the sanction plan any amendment thereto or modification thereof made or caused to be made by the parties hereto.

ARTICLE - X

COMMON FACILITIES

10.1 The Developer shall pay and bear all Municipal Taxes and other Taxes whatsoever in respect of the said premises accruing due as and from the date of handing over vacant possession by the owners to the Developer, till the date of completion of the owners Allocation as stated herein in the new building or building and thereafter the Developer and/or nominee or transferee shall bear such taxes, fees, etc. in respect of the Developer's Allocation only.

10.2 As soon as the new building or buildings is/are completed, the Developer shall give notice to the owners requiring the owners to take possession of the owners Allocation in the building or buildings then after 30 (Thirty) days of service of such a notice and at all times thereafter, the owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoing and impositions whatsoever hereinafter for the sake of brevity referred to as "the SAID RATES" with effect from the date of Delivery of possession of the said owners Allocation payable in respect of the said owners Allocation by the owners.

10.3 As and from the date of service of notice of possession of the owners Allocation in the new building the owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service in respect of the new building or buildings which will be fixed and/or determined mutually from time to time for the common facilities in the new building or buildings payable in respect of the owners Allocation the said charges to include proportionate share of premium for the insurance of the building or buildings water, fire and scavenging charges and taxes, light, sanction lift maintenance if install operation, renovation, replacement repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair, and maintenance charges and expenses for the building or buildings and of all common wiring, pipes, electrical and mechanical equipment's, switch-gear, transformers, generators if install pumps motors and other electrical and mechanical installation, appliances and equipment's, stairways, corridors, halls, passageways,

gardens, pathway and other common facilities whatsoever as may be mutually and unanimously agreed upon from time to time

10.4 The owners shall not do any act, Deed or thing whereby the Developer shall be prevented from construction and completion of the said building or buildings at the said premises. For this purpose, the owners keep the Developer saved harmless and indemnified.

10.5 The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the FOURTH SCHEDULE hereunder written. The Developer shall upon completion of the new building or buildings put the owners in undisputed possession of the owners Allocation together with all rights in common facilities as stated herein.

ARTICLE - XI

COMMON RESTRICTIONS

11.1 The owners Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building or buildings intended for the common benefits of all occupiers of the new building or buildings.

11.2 The owners and/or Developer or their / his authorized representative shall not use or permit to use the owner's Allocation / Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.

11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.

11.4 The parties shall abide by all laws, Bye Laws, Rules and Regulation of the Government, local Bodies statutory with notice as the case may be and shall attend to answer and be responsible for any deviation, Violation and/or breach of any of the said Laws, Byelaws, Rules and Regulation.

11.5 The respective Allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

11.6 No goods or other items/materials shall keep kept by the owners or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the owners as the case may be, shall be entitled to remove the same at the risk and cost of the other.

11.7 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.

11.8 The owners shall permit the Developer and its servants and agents with or without workman and others at all reasonable times , to enter into and upon the Allocation thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and

testing drains, gas and water pipes and electric wires and for any similar purposes without any disturbance to the owner's

ARTICLE - XII

OBLIGATIONS OF THE OWNERS

12.1 The owners hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said premises by the Developer, as per sanction plan and relevant codes but the owners shall have the right to supervise the construction of the new building or buildings at the said premises either personally or by employing experts at their own cost

12.2 The owners hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings or at the said premises

12.3 The owners shall amalgamate their property with the adjacent plot/Holding of the land into a one holding at cost and expenses of the owners and Developers as per sharing ratio of these presents.

12.4 The owners shall bear and pay the municipal and other rates taxes and other dues and outgoing in respect of the said premises accruing due till the date of delivery of possession of the said premises to the Developer and those accruing due for the period thereafter shall be to the account of the Developer.

12.5 In the event any encumbrances are found on the said Land in question then in such event, the owners shall be liable at their own cost to have the same cleared as per rules and regulation within one calendar month of receiving notice from the Developer for the same. In default the Developer shall be entitled to clear the same on behalf of the owners and adjust the amount spent therefore by adjusting the same against the area forming part of the owners Allocation with permission from the owners.

12.6 The Owners hereby agrees and covenants with the Developer to clear and pay off all municipal rates taxes and other property dues along with interest and penalty thereon for obtaining sanction of the building plan within reasonable time from the date hereof.

12.7 The owners shall cause to be joined such person or persons as vendors as may be required by the Developer in the Agreements and/or sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

12.8 The owners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged hereunder.

12.9. The owners agree to pay to the Developer the proportionate share of the deposits required to be made for obtaining electricity and other utilities and amenities in the buildings like the proportionate cost of common electric meter, transformer, electrical sub-station and Installation of Generator, C.C TV, Intercom, Security System, Water purifier plant, and any other amenities whatsoever and actual charges for personal meter, at the said premises within 10 days of receiving a notice of demand in writing from the Developer.

12.10 Upon the Developers constructing and delivering possessing to the owners Allocation the owners shall hold the same on the same terms and conditions and restrictions as regards the user and maintenance of the buildings as the other flat purchasers of the buildings.

12.11 The owners agrees and covenants to allow with effect from this day the Developer to display a signboard on the said premises in context to the new project of the Developer for sale of the Developer's allocated flats at the said premises after specific allocation.

12.12 If any document is required to be executed for the owners becoming the owners in respect of the owners Allocation, all stamp fees and registration

*Commitment
to Govt
in 10/11*

charges and other miscellaneous charges whatsoever therefor shall be borne and paid by the owners.

12.13 It is specially mentioned that under these present the owners shall executed and registered this Development Agreement together with general Power Of Attorney in favour of Developer as and when necessary without any delay and objection.

12.14 The owners shall grant to the Developer a General Power of Attorney as may be required for the purpose of sanction of plans and all necessary permissions and sanctions for different authorities in connection with the construction of the buildings and obtain utilities for different authorities and also for pursuing and following up the matter with the Rajpur Sonarpur Municipality and W.B.S.E.D.C.L. and other authorities.

12.15 The owners shall liable to pay the central Govt. Service Tax / Charges and other Statutory Taxes / Charges whatsoever in respect of the owners allocation through the Developer on or before taken over possession the owners allocation from the Developer.

12.16 That apart from the specification of the proposed building the owners also pay the cost of extra works in respect of the owner's allocation to the Developer, upon verification if at all any extra work done by the Developer.

12.17 The owners shall also liable to pay the corpus maintenance charge shall be deposited the flat owner's association account by mutual understanding between the flats owners of the said proposed building complex.

12.18 It is specifically mentioned that under these presents the Developer shall absolute right to sale , transfer and agreement for sale in respect of their /his allocation to any intending purchaser /purchasers and received all the consideration whatsoever in respect of such Developers allocation from intending purchaser /purchasers , in that event owners herein shall not interfere the same and shall not claim any consideration or any part thereof from the Developer under any circumstances, and all the considerations whatsoever in respect of Developer's allocation will be deposited in the Developer's bank account.

ARTICLE-XIII

OBLIGATIONS OF THE DEVELOPER

13.1 The Developer hereby agreed and covenants with the owners to complete the construction of the said new building and possession of the owners Allocation to the owners of the new building or buildings at the said premises

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any other taxes levied upon the Owners share will be paid through the Developer and will be verified by the Buyer in and when required by the Developer to be paid up the possession of the property by the Buyer

in terms of the sanction plan with a period of 36 (Thirty Six) months from the date of sanction plan , save and except force majeure.

13.2 The Developer hereby agrees and covenants with the owners not to do any act deed or thing whereby the owners are prevented from enjoying selling assigning and/or disposing of any of the owner's Allocation in the building or buildings at the said premises.

13.3 The Developer after completion of the building project & after Delivery of owners allocated flat/flats with full & final satisfaction of owners. The Developer shall execute a deed of declaration in favour of the owners,

Be it noted that if necessary interest of the project the parties hereto shall execute and registered the Supplementary Agreement in accordance with law at the cost of the Developer.

ARTICLE - XIV

OWNER'S INDEMNITY

14.1 The owner's hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or its part to be observed and performed.

14.2 The owners hereby undertakes to keep the Developer indemnified against all third party claims and against the said premises in respect of the owner's allocation at the said premises.

ARTICLE - XV

DEVELOPER'S INDEMNITY

15.1 The Developer hereby undertake to keep the owners indemnified against all third party claims and actions out of any sort of act or commission of the Developer in relating to or arising out of the construction or the said building or buildings at the said premises.

15.2 The Developer hereby undertake to keep the owners indemnified against all action, suits, cost, proceedings and claims that may arise out of the

Developer's allocation with regard to the Development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for dealing with the Developer's allocation as well as the owner's share.

ARTICLE-XVI

MISCELLANEOUS

16.1 The owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of persons.

16.2 It is understood that from time to time to facilities the construction of the new building or buildings at the said premises by the Developer , various deeds , matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been mentioned herein and the owners hereby undertake to co-operate with the Developer and to do all such acts, deeds , matters and thing as may be reasonable required to be done in the matter and owners shall execute to sign any such additional power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the owners also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owners and/or against the spirit of this Agreement

16.3 The Developers shall frame scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof. The owners and the co-owners/flat owners hereby agree to abide by all the rules and regulations of such management / Association /

Holding organization by mutual agreed upon and hereby give his consent to abide by the same

16.4 The Developer shall arrange alternative suitable accommodation for the owners keeping in mind owners the area of existing residence and also considering status on and from the date of demolishing the existing residential house till the date of Delivery of the owner's allocation to the owners.

16.5 The entire roof/terrace of the building shall belong to the owners and the Developer in their area sharing proportions. If by virtue of any change in law, the Rajpur sonarpur Municipality allows any further construction to be made on the said terrace, such construction shall be made by the parties at their own costs and expenses and area to be so constructed shall be shared in as per respective allocation as mention the part I & II of the second schedule and part I & II of the **THIRD SCHEDULE** hereunder written. And the parties hereto shall pay the common expenses as per their respective allocation more-fully particularly described in the **SIXTH SCHEDULE** hereunder written.

16.6 If any dispute arises between the parties hereto that such dispute shall be dissolved by the parties hereto by mutual understand and no third party opinion and/or interference shall be entertained under any circumstances.

16.7 Design and engineering of the proposed building structure / Construction to be done by competent design and engineering house having adequate similar experience, getting the same checked by competent structural engineer, getting the plan sanctioned by the competent authority at developer's cost.

16.8 The structural design and technical specification of the proposed construction shall be approved by the competent authority and the same shall be arranged by the developer at his cost.

16.9 The owners has every right to get the design and specification checked by owner's engineer. In case of any discrepancy is noticed / up gradation is

required in terms of relevant codes/best engineering practice the developer shall implement the same at his cost.

16.10 Before commencing the proposed construction, soil test to be done and accordingly foundation/piling to the designed/provided based on soil report to be approved by the competent authority/engineer at developer's cost.

16.11 Proposed development/construction shall be as per sanction plan technical specification relevant codes and best engineering practice.

16.12 Development/construction shall be done by the Developer in such a way not creating any disturbance/hindrance to the land owners/neighbors or encroaching other properties or public place.

16.13 Arranging all resources (manpower, machineries), materials etc. at developer's cost required for the development /proposed construction including all statutory clearances and payment thereof by the developer.

16.14 Arranging / providing water etc. at developer's cost.

16.15 In case it is found/noticed that inferior material is being used, the developer will immediately arrange replacement of inferior material with good material.

16.16 During development / construction temporary barricading to be made to restrict unauthorized entry.

16.17 During developer / construction the developer shall comply all Health and safety (HSE Standards), statutory rules and regulations as per law/act. At his cost.

16.18 In case of any fatality during development / construction phase the developer shall arrange needful at his cost.

16.19 In case it is found that the developer has favoured any land owners by giving additional share apart from agreed one, then the developer shall be liable to compensate other landowners also.

16.20 After completion of the development/construction if it is found that surrounding municipal roads are damaged due to heavy vehicle movement for the development/ construction the developer shall make the same roads at her cost.

16.21 In case of delay in construction/handing over than the agreed period (36 months) the developer shall pay a demerge charge Rs.10,000/per month to the land owners.

16.22 The developer will arrange necessary fund at his own for the development /construction to ensure uninterrupted construction and also to handover in time with the specified and agreed completion period.

16.23 Adequate water supply, sewerage line approach road, etc. connecting municipal/Govt. facilities to be provided by the developer at his own cost for the proposed building.

16.24 Area gnanding leveling removal of debris/scrap etc. shall be done by the developer at his cost.

16.25 Area/Building plan to be vetted / approved by the landowners before submission to the government authority for the approval / sanction.

16.26 Quality, control and supervision of the construction work to be done by a qualified and competent engineer to be arranged by the developer/owners.

ARTICLE XVII

FORCE MAJEURE

17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

17.2 Force Majeure shall mean floor earthquake, riot, War, storm, tempest, civil commotion, and/or any other act or commission beyond the control of the parties hereto.

ARTICLE - XVIII

JURISDICTION

18. The high court at Calcutta and courts subordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said premises.)

PART I

ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 22 (Twenty Two) Decimals equivalent to 13(Thirteen) cottahs 4(Four) chittaks 43(Forty Three) sq. ft. be the same little more or less together with 40 years old two storied brick built residential structure total measuring about 1155 sq. ft. covered area more or less standing thereon lying and situate at Mouza Barhans Fartabad J.L. No. 47 Touzi No.- 109, R.S. No. 7 under R.S. Khatian No. 223 and 224 R.S. Dag No. 154 and 155 being Rajpur Sonarpur Municipality Holding No. 231, 233, and 234 Garia Place, respectively ward No. 29 Police Station - Sonarpur, District-24 Parganas(South) and butted and bounded in the following manner :

- ON THE SOUTH : by 9' feet wide Road and land & building of Sri Bijon Bagchi
- ON THE NORTH : by Dag No. 149 (Part)
- ON THE EAST : by Baroda Prasad High School
- ON THE WEST : by Land & building of Sri Udayan Aditya & others

ANDPART II

ALL THAT the piece and parcel of Rayata Sthitiban land measuring about 10(Ten) Decimals equivalent to 6(Six) cottahs 0(Zero) Chittak 36(Thirty Six), sq. ft. be the same little more or less lying and situated at Mouza Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 7, under R.S. Khatian No. 224, R.S. Dag No. 153, Within the limits of Rajpur Sonarpur Municipality ward No. 29, Police Station-Sonarpur, District 24 Parganas (South), and butted and bounded in the following manner :

- ON THE SOUTH : by Land & Building of Dr. Bikram Banerjee

- ON THE NORTH : by Dag No. 154 (Part) Land & Building of
Sri Udayan Aditya & others
- ON THE EAST : by Dag No. 155 (Part)
- ON THE WEST : by Dag No. 153 (Part)

THE SECOND SCHEDULE ABOVE REFERRED TO

PART I

(Description of the owners allocation in respect of R.S. Khatian No. 223
and 224 , Dag No. 154 and 155)

ALL THAT the 50% (Fifty Percent) FAR(Floor area ratio) of sanction Building plan together with undivided undemarcated impartible proportionate share and / or interest of the land underneath the buildings with all easement rights along with right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-Storied building of the said premises as mentioned in the Part I of **First schedule** hereinabove written.

AND

PART II

(Description of the owners allocation in respect of R.S Khatian No. 224,
R.S. Dag No. 153)

ALL THAT the 30 % (Thirty Percent) FAR(Floor area ratio) of sanction Building plan together with undivided undemarcated impartible proportionate share and / or interest of the land underneath the buildings with all easement rights along with right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-Storied building of the said premises as mentioned in the Part II of **First schedule** hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART I

(Description of the Developer's Allocation in respect of R.S. Khatian No.
223 and 224 R.S. Dag No. 154 and 155)

ALL THAT the remaining 50% (Fifty Percent) FAR (Floor area ratio) of the sanction building plan together with undivided, undemercated, impartible

proportionate share and/or interest of land underneath the building of the said proposed building and premises along with all easement rights and right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-storied building of the said premises as mentioned in the Part I of the First scheduled hereinabove written.

AND

PART II

(Description of the Developer's allocation in respect of R.S. Khatian No. 224, R.S. Dag No. 153)

ALL THAT the remaining 70 % (Seventy Percent) FAR (Floor area ratio) of the sanction building plan together with undivided undemarcated impartible proportionate share and/or interest of land underneath the building of the said proposed building and premises along with all easement rights and right to use and enjoyment of common areas amenities and facilities whatsoever of the proposed Multi-storied building of the said premises as mentioned in the Part II of the First scheduled hereinabove written.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the Common areas and facilities)

1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
2. Staircase on all the floors and roof.
3. Staircase landing and lift landings on all floors.
4. Common passage and lobby on the ground floor for garage space area if any.
5. Water pump, water tank, water pipes and other common plumbing installations.
6. Electrical Substation/Transformer, electrical writing meter room, generator room and fittings (excluding those as, are installed for any particular unit).

7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
8. Drainage, sewers and pipes, from the building to the Municipal drainage.
9. Pump House.
10. Boundary walls and main gates.
11. Ventilation duct.
12. Water treatment plant.
13. Community Hall, Indoor Games room, Library, Children's Play Area , Caretaker/Security Rest Room, Toilet for Driver/Security (subject to Sanction) .
14. Security Check post at the entries.
15. Sit out area at terrace

THE FIFTH SCHEDULE ABOVE REFERRED TO

. (Description of the specification of the proposed residential Flat)

(Specification)

- 1.a Main R.C.C. structure will be designed by eminent Engineer and quality I.S.I. marked cement and steel will be used. All outside brick work will be either 8" or 5" as per requirement of the elevation.
- b. All 3" brick work will be with the wire reinforcement in every 3rd layer.

2. **WALLS :**

Internal brick walls with P.O.P. finish external walls with weather coat/cement based paint.

3. **FINISHED :** Marble/Vitrified tiles in living-cum-dining area and bed rooms, marble/antiskid tiles in kitchen and toilet, Granite Kitchen platform with stainless steel sink, 2' ceramic tiles dado on kitchen counter, Glazed decorative tiles on toilets walls up to door height.

4. **SANITARY & PLUMBING :**

Stainless Steel sink of reputed brand in kitchen

Glazed White sanitary ware of reputed brand, chrome plated fittings of reputed brand. Hot water pipeline in toilet, Commode in Toilet & W.C.

5. DOORS & WINDOWS :

Main door polish tick finish /flush decorating panel door with Godrej lock and proper fittings. Other door wooden framed enamel painted flush doors.

Aluminum sliding windows with clear/smoke glass with grill.

6. ELECTRICAL :

Concealed copper wiring with modular switches of reputed brand.

6 (a) . LIVING/DINING :

Two light points, two fan points, one cable T.V. and Telephone point and 5 amp. Plug point and one calling bell point

6 (b) BED ROOMS : Two light point, 1 fan point and one 5 amp plug point.

6 (c) KITCHEN :

One light point, one exhaust/chimney point, one refrigerator point and one microwave point & one aqua guard point.

6(d) TOILET : One light and one exhaust point and one geyser point .

6(e) W.C. : One light point and one exhaust point.

7. COMMON LIGHTING:

Overhead illumination for compound and street lighting

Necessary illumination in all lobbies, staircases and common areas.

8. COMMON FACILITIES & AMENITIES.

Adequate capacity standby generator for common areas for services Standby generator with adequate load to apartments (at extra cost) Closed circuit TV at

the ground floor level Intercom connectivity with security and flats security room, water treatment plant iron separator.

9. **ROOF:** Sit out nominal landscape
10. **INTERCOM:** Intercom connection for each flat will be provided.
11. **TELEPHONE & T.V.:** Concealed, connection to be provided in every flat.
12. **LIFT:** Lift of reputed company .
13. **OUTSIDE LIGHTING:** Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses for maintenance, operating white washing, painting, charging or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls, staircase, roof foundation wall, main gate landing deep tube-well water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of all, fuel etc. for running generator from time to time.
3. Cost of periodically inspecting servicing maintaining and ensuring the if any stand by generators, electrical and mechanical equipments and other plants and machinery in the building.
4. Cost of the salaries, wages, fees and remuneration of caretakers, clerks bills, collectors, chowkidars/durwans, sweepers, mistries workmen and experts engaged and hired for the common purposes.
5. Such other or further expenses as are deemed necessary and/or incidental for the maintenance and upkeepment of the buildings and general common and facilities and/or for any other account whatsoever.

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

SIGNED, SEALED AND DELIVERED by the within-named OWNERS at Kolkata in the presence of:

WITNESSES:

1. Anupam Aditya
S/o Samire Kumar Aditya
3, Garia place, Kol-84
2. Jhuma Aditya.
c/o Pankoj Aditya.
3, Garia place, Kol-84

1. Samire Kumar Aditya.
2. Sm. Sabha Aditya.
3. Krishna Aditya.
4. Goutam Aditya.
5. Pankoj Aditya.
6. Sampa Dora.
7. Soumath Roy

SIGNATURE OF THE OWNERS

SIGNED, SEALED AND DELIVERED by the within-named DEVELOPER at Kolkata in the presence of:

WITNESSES:

1. Anupam Aditya
S/o Samire Kumar Aditya
3, Garia place, Kol-84
2. Jhuma Aditya.
c/o Pankoj Aditya.
3, Garia place, Kol-84

SOHAM CONSTRUCTION

Sudip Ghosh
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by:
Rajas Barua,
Advocate,
High Court, Calcutta.

SPECIMEN FORM FOR TEN FINGERPRINT



Samir Kumar Aditya

Left Hand

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

Right Hand

Name SAMIR KUMAR ADITYA

Signature Samir Kumar Aditya

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



Sobha Aditya

Left Hand

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

Right Hand

Name SOBHA ADITYA

Signature Sobha Aditya

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



Krishna Aditya

Left Hand

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

Right Hand

Name KRISHNA ADITYA

Signature Krishna Aditya

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



Goutam Aditya

Left Hand

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

Right Hand

Name GOUTAM ADITYA

Signature Goutam Aditya

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

SPECIMEN FORM FOR TEN FINGERPRINT



Left Hand

Name PANKOJ ADITYA
Signature Pankoj Aditya

Right Hand

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



Left Hand

Name SAMPA DAM
Signature Sampa Dam

Right Hand

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



Left Hand

Name SOMNATH ROY
Signature Somnath Roy

Right Hand

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



Left Hand

Name SUDIP GHOSH
Signature Sudip Ghosh

Right Hand

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 48
Page from 1243 to 1246
being No 2244 for the year 2013.



M
(Tridip Misra) 30 December-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

8
9
executors, administrator, legal, representatives, successor-in-interest and/or
nominees) of the OTHER PART.