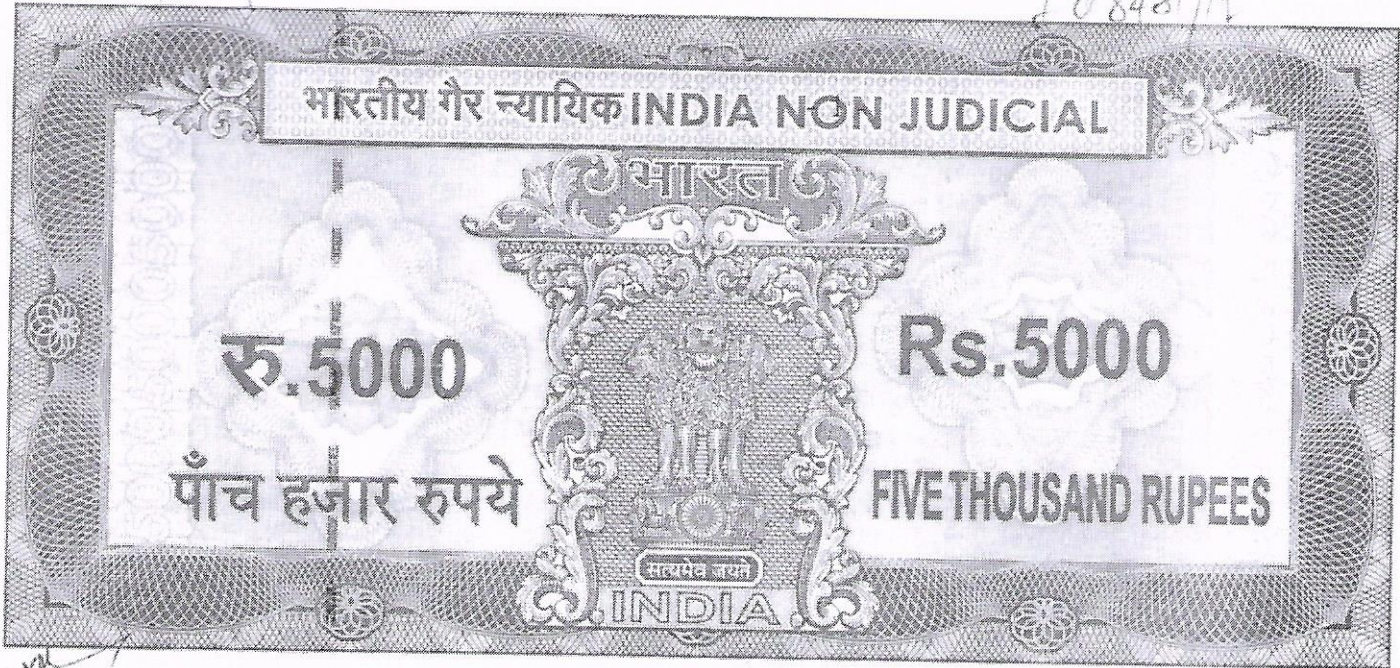


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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheet/s attached with the document are the part of this document.

ADD. Dist. Secy-Registrar
Alipore, South 24 Parganas

18 OCT 2012

THIS AGREEMENT made this the 17th day of
Two Thousand Twelve

No. 95 Re. 5000/- Date 03/10/12
Memo. Neo Confirmation
Address: 24/1, Rafani Sarkar's Garden Street.
To: Subhan Kar Seal.
Alipore Court House
24 PGS (S)
CLERKSHIP OFFICE
ALIPORE SOUTH 24 PGS
ALIPORE COURT HOUSE, CUT-27
P.S. - Postfa.
No. - 700007

Nirendu Saha
s/o Nitya Gopal Saha
67, Bamsdroni Park
PO: Bamsdroni
Kolkata - 700070.



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

18 OCT 2012

THIS AGREEMENT made thisday of October in the year of 2012

B E T W E E N

NITYA GOPAL SAHA, son of Lt. Suresh Chandra Saha, by faith- Hindu, By occupation- business, residing at- 67, Banskroni Park, P.S.- Regent Park, Kolkata- 700 070, hereinafter referred to as the OWNER / FIRST PARTY (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof, be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

N E O Construction, a proprietary firm represented by the sole proprietor JOYDEEP GHOSH, son of Dilip Kumar Ghosh, by faith - Hindu, by occupation - Business, office at 24/1, Ratan Sarkar Garden Street, P.S. -Posta, Kolkata - 700 007, hereinafter referred to as the DEVELOPER / SECOND PARTY (which expression shall, unless excluded by or repugnant to the subject, context or meaning thereof, be deemed to include his heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS all that piece and parcel of land measuring 3(Three) Cottah 8(Eight) Chittak, be it a little more or a little less together with building and shed thereon, Municipal Premises no. 146, Banskroni Park, Assessee no. 31-113-06-0146-0, Ward No. 113, Borough -XI of The Kolkata Municipal Corporation, being Postal Premises No. 67, Banskroni Park, Kolkata - 700070, within the jurisdiction of Police Station - Regent Park of Kolkata Police., Sub-Registry Office- Alipore, District- South 24 Parganas, hereinafter referred to as the SAID PROPERTY, more fully described in the Schedule "A", is solely and absolutely 16 (sixteen) annas owned and possessed by Nitya Gopal Saha, son of Lt. Suresh Chandra Saha, vide.

- i) Sale Deed registered at District Sub-Registrar of Alipore, 24 parganas and recorded in Book No.- I. Volume No.- 112, Pages 272-275, Being No. 4300 for the year 1979.
- ii) Sale Deed registered at District Sub-Registrar of Alipore, 24 parganas and recorded in Book No.- I. Volume No.- 72, Pages 148-157, Being No. 3593 for the year 1966.

AND WHEREAS the said owner, intended to demolish the existing structures and to get constructed a multi-storied building at the said property, and for the same purpose was in search of a developer.

AND WHEREAS the said developer proposed to the said owner for undertaking such development scheme, against a portion, as fully and particularly mentioned in the "DEVELOPER'S ALLOCATION" hereinafter, from the proposed constructed building and/or developed property, giving rest of the property as fully and particularly mentioned in the "OWNER'S ALLOCATION" hereinafter, to the owner, with other terms and conditions mentioned hereinafter.

AND WHEREAS the owner considering the capacity of the developer for providing finances as well as experiences in construction work agreed to the proposal of the developer and agreed to handover the peaceful vacant possession of the said property, free from all encumbrances, AND the developer agreed to work for construction of building and/or development of the said property, as per the plans and specification approved by the appropriate authority, at his own cost and expenditure, whether out of his own fund and/or any funds raising from any bank / financial bodies, and/or advances payable by the prospective purchasers, provided no financial liabilities will affect the owner, in any manner.

AND WHEREAS the owner shall execute a power of attorney empowering the developer in respect of the developer's allocation, to execute any agreement for sale /transfer, to sign, present, admit and execute deeds of conveyances in favour of the purchasers, before any Registrar or Sub- Registrar, for and on behalf of the owner and to receive all consideration moneys thereof.

AND WHEREAS That the owner by virtue of this presents acquit, release, discharge and indefeasibly grant, convey, transfer and assign in favour of the developer, All that portion of DEVELOPER'S ALLOCATION only over the proposed newly constructed building, provided however the portion of OWNER'S ALLOCATION is constructed completely by the developer bearing all the cost, charges and fees whatsoever and handed over to the owner, in due time with full satisfaction.

OWNER'S ALLOCATION:

50 % (Fifty Percent) share of the sanctioned Covered Area with a deduction of area equivalent to Rs. 3,00,000/- (Rupees Three Lac) only

Together with proportionate, undivided, variable and impartible share of the land underneath and proportionate share of common areas and facilities as mentioned in schedule D hereinafter.

DEVELOPER'S ALLOCATION:

50 % (Fifty Percent) share of the sanctioned Covered Area with an additional area equivalent to Rs.



ADDL. DISTRICT REGISTRAR
ALIPORE ALIPORE PGS

18 OCT 2012

3,00,000/- (Rupees Three Lac) only

Together with proportionate, undivided, variable and impartible share of the land underneath and proportionate share of common areas and facilities as mentioned in schedule D hereinafter.

ADJUSTABLE DOWN PAYMENTS :

The developer shall pay to the owner a sum of **Rs. 3,00,000/- (Rupees Three Lac) only** as advance which shall be adjusted at the rate of Rs. 2800/- (Rupees Two Thousand Eight Hundred) only, by the way of transferring of area from the OWNER'S ALLOCATION to the DEVELOPER'S ALLOCATION

DURATION OF CONSTRUCTION :

The developer will complete the construction, within 36 (Thirty Six) months from the date of taking over possession from the land owner, provided however the owner fulfills all the terms and conditions herein contained and co-operate fully on his part to be performed.

DECLARATION OF THE OWNER ABOUT THE SAID PROPERTY AS FOLLOWS:

1. That the said property is absolutely seized, possessed and exclusively entitled by the owner.
2. That all estate, title, rights, liberties, easements, privileges, appendages and appurtenances and all interest, claim, demand, profit, income whatsoever into / out of / upon the said property, till the date of this presents, is obtained, maintained, held and enjoyed exclusively by the owner and only the owner himself, and nobody else can claim, demand or be responsible thereof.
3. That the said property is free from all encumbrances, charges, liens, lispendens, schemes, attachments, trusts, acquisitions, requisitions whatsoever or howsoever. The said property has not been attached to any court or any other institutions.
4. That the said property has neither been transferred by the owner, to anybody by sale, gift, lease, mortgage nor been encumbered to anybody for such transfer. The OWNER has not entered into any other Agreement for sale, development, to let out, lease out etc. in respect of the aforesaid property with any Third Party prior to entering into this Agreement.
5. That the said property and/or the title and possession therewith, if found, is not free from all/any encumbrances, pre-emption rights whatsoever, the owner will refund the advance money and all outgoings for sanction of plan along with all cost of construction till then with proper interests and/or damages.
6. That there is no excess vacant land at the said property within the meaning of Urban Land (Ceiling and Regulation) Act (Act 33 of 1976).

THE OWNER AND THE DEVELOPER BOTH HEREBY DECLARE AND COVENANT AS FOLLOWS:

1. That the developer at his own cost, expenses and on behalf of the owner will be entitled to do the following :
 - i) To demolition of all existing structures.
 - ii) To prepare plans, applications, and other required papers for development of the said property and submit the same to K.M.C. and/or other concerned authorities and obtain sanction and/or revision, modification, addition, alteration from the appropriate authority.
 - iii) To receive any refundable amount on behalf of the owner.
 - iv) To commence, carry on and complete in all respect, the construction of new multi-storied building/s.
 - v) To apply for and obtain all/any permission, sanction, N.O.C. and all other certificates from any authorities (Govt. or non Govt.) in relation with any type of constructional work.
 - vi) To sell or transfer of the DEVELOPER'S ALLOCATION independently.
2. That the developer at his own cost, expenses and through his appointed ARCHITECT / ENGINEER will manage and control the total constructional work including all engineering, technical, structural, architectural measures and also the elevation, outside colour, design, decoration of the multi-storied building/s without making any responsibilities and liabilities to the owner.
3. That the developer at his own cost, expenses will be entitled to make any addition, alteration or modification during or after completing construction and to obtain necessary revision or regularization of plan for that purpose. Provided however :
 - i) No alteration or modification shall be made in OWNER'S ALLOCATION without prior consent of the owner.
 - ii) If such alteration / modification called at the instance of appropriate authority, the owner shall not refuse to give their consent thereon.
4. That upon completion of the proposed new building, the owner and developer shall be exclusively entitled to their respective predetermined share of allocation, as stated hereinbefore clause of OWNER'S ALLOCATION and DEVELOPER'S ALLOCATION together with all common facilities and



ADDL. DISTRICT REGISTRAR
ALIPORE, DISTRICT PGS

18 OCT 2012

amenities, as stated in schedule "D" hereinafter, bearing proportionate share of common expenses and liabilities as stated in schedule "E" hereinafter, without any disturbances, dependence and interference between each other.

5. That upon completion of construction according to sanction plan, after allotment and hand over of OWNER'S ALLOCATION, rest of the said property will be in the meaning of DEVELOPER'S ALLOCATION and any additional construction on that portion by the process of revision or regularization of plan will be exclusively entitled by the developer.
6. That the developer shall be entitled over the DEVELOPER'S ALLOCATION, and will be empowered by the owner as...
 - i) To make advertisements, hung up advertisement boards upon the said property and do all other things that might be required for the purpose of sale of the flats in the said premises
 - ii) To enter into agreement for sell, transfer, let out, lease out or any otherwise settlement to any intending person/body, and receive any earnest/booking money and/ or advances and part payments time to time.
 - iii) To sign and execute DEEDS OF CONVEYANCES, or sale, lease, tenancy deed or any other instruments,
To present the same before any Registrar or Sub- Registrar and admit the execution.
To take all necessary steps for completing and perfecting the Registration in favour of the purchasers,
To receive all consideration moneys there for, in cash and/or in cheques in favour of the developer himself, and grant proper receipt.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. All the outstanding, dues in municipal and property taxes, fees, charges, rates, duties to K.M.C., C.E.S.C., Land Reformation Office and/or any other Govt. / Non Govt. authorities and all other public outgoing and impositions in respect of the said property, before development, will be borne and paid by the owner.
2. That the cost of all documentation regarding the title and possession of the said property including physical status, boundary demarcation, mutation, valuation, revision, addition, alteration and all others, as required for obtaining the sanction plan and commencing of development work, will be borne by the owner.
3. That the owner shall produce all the original documents relating to the TITLE of the said property and every part thereof as the developer may require to obtain sanction plan and/or to carry on construction and development work over the said property.
4. Before commencement of development work the developer will give a written NOTICE TO THE OWNER TO VACATE THE POSSESSION over the said property.
5. After leaving the said property by the owner and getting vacant possession by the developer, the developer will make an official DECLARATION OF TAKING OVER POSSESSION at the said property.
6. From the date of taking over possession by the developer, up to the date of delivering possession of OWNER'S ALLOCATION:-
 - iii) The developer will bear and pay all the municipal rates and taxes in respect of the said property.
 - iv) The developer will be entitled to all and every right vested on the owner over the said property.
7. Upon completion, the developer will make an official DECLARATION OF DELIVERING POSSESSION OF OWNER'S ALLOCATION.
8. After hand over of OWNER'S ALLOCATION the owner shall execute necessary Deeds of Conveyance/s in favour of the developer or his nominee/s and/or intending purchasers, in respect of the DEVELOPER'S ALLOCATION and all cost and expenses including stamp duty and registration charges shall be borne and paid by the developer or it's nominee/s or purchasers.
9. Until separately assessment of respective allocations, both the parties shall bear and pay proportionate share of rates and taxes and upon mutation and separate assessment, each shall pay wholly such tax or imposition in respect of their allocation and proportionately in respect of the common portion.
10. Any transfer of any part of the developer's or owner's allocation in the proposed new building shall be subject to the other provisions herein including proportionate share of common portions as mentioned in Schedule D, and common expenses as mentioned in Schedule E, rules and regulations as mentioned in Schedule F.
11. After completion, respective allotment and sale/transfer of flats, both parties along with other flat owners will form a SOCIETY/ ASSOCIATION for the management, administration, maintenance and security of the building.
12. Both parties along with other flat owners shall be liable to contribute monthly sum to be settled by the developer or the "association of the flat owners" in respect of the common portions and common expenses.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :



ADDL. DISTRICT REGISTRAR
ALIPORE, SOUTH 24 PGS

18 OCT 2012

1. That there is no legal or equitable bar or impediment on the part of the OWNER and the DEVELOPER to enter into this Agreement.
2. there is no existing agreement regarding the development or sale or any other transfer of the property and all other arrangements prior to this agreement are being cancelled and suppressed by this agreement.
3. That the owner and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to be construed as a partnership between them in any manner nor shall the parties hereto constituted as association of partners.
4. That the owner shall neither let out, grant, lease, mortgage and/or charge the said premises or any portion thereof nor he shall induct any person/body for the same purpose in any manner whatsoever.
5. That the owner or any persons claiming through him shall not do / cause / allow or permit to be done any act, deed, matter or thing whereby the developer may be prevented /get delayed /anyway affected to
 - a. Commence and/or carry on construction or related works.
 - b. Sale, assign and/or dispose of any portion of the DEVELOPER'S ALLOCATION.
6. That the developer will not make the owner liable and responsible during the total constructional and development work.
7. Any notice required to be given by either of the parties to the other, shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the party concerned.
8. That there is no legal impediment for the owner to obtain the requisite certificate under the Indian Income Tax Act 1961 for the transfer of land.
9. The parties hereto shall not be considered to be liable for any obligation herein to the extent of performances of the related obligations prevented by the existence of the major conditions i.e. flood, earthquake, riot, storm, tempest civil commotion, strike and/or other commission and natural calamities beyond human control.

ARBITRATION:

1. Save and except which has been specifically stated hereinbefore any dispute and difference between the parties arising out of the meaning, construction or import of this agreement shall be adjudicated by reference to ARBITRATION, two independent ARBITRATORS shall be appointed by each party who shall jointly appoint an UMPIRE at the commencement of the reference, and the award of two independent ARBITRATORS one to be appointed by each party or the UMPIRE as the case may be, shall be final and conclusive and binding upon both the parties, and case should be deemed to be a submission within the meaning of THE ARBITRATION AND CONCILIATION ACT, 1996 and its statutory modifications and/or renouncement ratio deemed to have come into force time to time.
2. Notwithstanding the foregoing provisions the right to sue for specific performance by the party against the other as per the terms of this agreement and the right to claim refund of all sums paid or incurred alongwith damages and losses shall remain unaffected.

JURISDICTION:

All courts within the limits of 24 Parganas (South) and Kolkata and The High Court of Calcutta shall have the jurisdiction to entertain and determine all actions and/or proceedings arising out of this presents between the parties hereto.

SCHEDULE - A

(THE PREMISES)

ALL THAT a piece or parcel of Baastu land together with ^{Tiles} 1000 Sq. Ft. ~~Asbestos~~ Shed & ~~200 Sq. Ft. Porch~~ structure standing thereon, having, Municipal Premises no. 146, Bansdroni Park, Assessee no. 31-113-06-0146-0, Ward No. 113, Borough -XI of The Kolkata Municipal Corporation, being Postal Premises No. 67, **Bansdroni Park, Kolkata - 700070**, within the jurisdiction of Police Station -Regent Park of Kolkata Police, Sub-Registry Office - Alipore, Distriet - South 24 Parganas. West Bengal.

The land is measuring more or less **3 Cottah 8 Chittak**, (scheme plot no. 75) consisting of

- (I) **2 Cottah 8 Chittak** of land, be it a little more or less, lying or situated at Mouza -Bansdroni, J. L. No 45, Touji No. 63/64, Pargana - Magura, R.S. Dag No. 1257 of Khatian No. 84.
- (II) **1 Cottah 0 Chittak** of land, be it a little more or less, lying or situated at Mouza -Bansdroni, J. L. No. 45, Touji No. 11, Pargana - Magura, R.S. Dag No. 1248 of Khatian No. 902.

The property is butted and bounded by:-

- ON THE NORTH : 66, Bansdroni Park, (Property of Deb family),
Plot No. 74(Dag No.1257&1248 by portion)
- ON THE EAST : 20' wide Road. (Dag No. 1248)
- ON THE SOUTH : 76, Bansdroni Park, (Property of Prabal Chatterji).



ADDL. DIST. REGISTRAR
ALIPORE, WEST BENGAL

18 OCT 2012