

14822/012

15655/12

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

INDIAN NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

F. 353879

Handwritten notes: 33901/12, 3-5, 17/12/12, 4020/12, Kousala



Certified that the Document is registered in the Registration Office, Kolkata and the signature and stamp are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

19.12.12

THIS AGREEMENT made this the 17th day of December Two Thousand and Twelve BETWEEN (1) SMT. K. SULEHA BEGUM wife of Shri P. Kader Mohindeen Gani formerly residing at No.28C, Eliot Road, P.S.- Park Street, Kolkata - 700016 and presently residing at Premises No.36, Eliot Road, P.S.- Park Street, Kolkata-700016 and, hereinafter referred to as the "OWNER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators and legal representatives) of the ONE PART AND (2) ARADHYA

Handwritten notes: 28/12, 332, 12/12



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

Endorsement For Deed Number : I - 15655 of 2012  
(Serial No. 14822 of 2012)

On 17/12/2012

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

Presented for registration at 15.50 hrs on :17/12/2012, at the Private residence by Mr Arun Kumar Kedla ( Developer ) ,Claimant.

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

Execution is admitted on 17/12/2012 by

1. Smt K. Suleha Begum, wife of P. Kader Mohindeen Gani , 28 C, Elliot Road, Kol, Thana:-Park Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016, By Caste Muslim, By Profession : Others
2. Mr Arun Kumar Kedla ( Developer )  
Director, Buildcon Pvt Ltd, 50, Subarban School Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700025.  
, By Profession : Business  
Identified By Tapas Basak, son of - , City Civil Court Cal, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

( Dulal chandra Saha )  
ADDL REGISTRAR OF ASSURANCES-II

On 19/12/2012

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

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

**Payment of Fees:**

Amount by Draft

Rs. 330010/- is paid , by the draft number 322505, Draft Date: 17/12/2012, Bank Name State Bank of India, HARISH MUKHERJEE ROAD, received on 19/12/2012

( Under Article : E = 21/- on 19/12/2012 )

**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.-7,29,83,649/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 500/-



( Dulal chandra Saha )  
ADDL REGISTRAR OF ASSURANCES-II

19/12/2012 13:15:00

EndorsementPage 1 of 2



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

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Endorsement For Deed Number : I - 15655 of 2012  
(Serial No. 14822 of 2012)

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**Deficit stamp duty**

Deficit stamp duty Rs. 75000/- is paid , by the draft number 322504, Draft Date 17/12/2012, Bank :  
State Bank of India, HARISH MUKHERJEE ROAD, received on 19/12/2012

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



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

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19/12/2012 13:15:00

EndorsementPage 2 of 2

**BUILDCON PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 50, Suburban School Road, Kolkata - 700025, represented by its Director **MR. ARUN KUMAR KEDIA** son of Sri Ram Kumar Kedia working for gain at 50, Suburban School Road, Kolkata - 700025, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the **OTHER PART** :

**WHEREAS** by a Deed of Sale dated 25<sup>th</sup> August, 1990 registered at the office of the Sub-Registrar of Assurances Calcutta in Book No.1, Volume No.533, Pages 336 to 405, Being Deed No.15830 for the year 1990 made between Bijay Kumar Burman & Anr. therein referred to as the Vendors of the One Part and Smt. K. Suleha Begum therein referred to as the Purchaser of the Other Part, the said Bijay Kumar Burman & Anr. sold conveyed transferred by way of sale assigned assured unto and in favour of Smt. K. Suleha Begum ALL THAT piece and parcel of land containing by measurement an area of 7 Cottahs, 9 Chittacks and 31 Sq.ft. be the same a little more or less together with two storied brick built building, messuages tenements constructed thereon being premises No.36, Elliot Road, Calcutta and morefully described in Part-I of the First Schedule hereunder written at or for the consideration free from all encumbrances and charges whatsoever ;

**AND WHEREAS** by a Deed of Conveyance dated 24<sup>th</sup> September 2011 registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No.I, CD Volume No.47, Pages 4070 to 4085, Being No.12569 for the year 2011 made between Taherunnessa & Ors. therein referred to as the Vendors of the One Part and K. Suleha Begum therein referred to as the Purchaser of the Other Part the said Taherunnessa & Ors. sold conveyed

transferred by way of sale assigned and assured unto and in favour of Smt. K. Suleha Begum ALL THAT piece and parcel of land containing by measurement an area of 10 Cottahs, 8 Chittacks and 20 Sq.ft. be the same a little more or less together with building situate thereon being premises No.40A, Elliot Road within Police Station Park Street, Kolkata - 700016 and morefully described in Part-II of the First Schedule hereunder written free from all encumbrances and charges ;

**AND WHEREAS** by virtue of the aforesaid two separate registered Deeds of Conveyance the said Smt. K. Suleha Begam hereinafter referred to as the "said Owner" became the sole and absolute owner of All That premises No.36, Elliot Road, Kolkata and 40A, Elliot Road, Kolkata hereinafter jointly referred to as the "said premises" and morefully and particularly described in Part-I and Part-II of the First Schedule hereunder written free from all encumbrances charges liens mortgage lispensences whatsoever or howsoever ;

**AND WHEREAS** the Owner has been interested in developing or promoting the said premises by way of construction of new residential buildings consisting of flats/apartments capable of being occupied independently hereinafter collectively referred to as the said Housing Complex ;

**AND WHEREAS** the Owner does not have expertise and resources to develop or promote the said Premises by way of construction of the said Housing complex comprising of residential buildings and as such the Owner has approached the Developer with a proposal to develop the said Premises ;

**AND WHEREAS** the Developer has expertise and resources and has accepted the proposal of the Owner in respect of the development of the said Premises by way of erection and construction of Housing Complex comprising

of residential buildings in terms of plan or plans to be sanctioned by the appropriate Municipal authorities of the Kolkata Municipal Corporation ;

**AND WHEREAS** in view of what is stated hereinabove the Owner and the Developer have mutually agreed about the manner and terms and conditions in respect of the Development of the said premises by way of erection and construction of the said Housing Complex and hereby record the same as stated hereunder ;

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

**I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER**

1. It is agreed and recorded that the Owner shall make out good and marketable title of the said Premises more fully described in Part-I, and Part-II of the First Schedule stated hereunder free from all encumbrances, tenants, occupiers, trespassers charges mortgage, liens, lispendens trusts, acquisition, requisitions, litigations, claims and demands whatsoever or howsoever.

2. It is agreed and recorded that the Owner shall evict and remove all the occupiers who are in portion of the said Premises by 31<sup>st</sup> December, 2012 provided however the process of removing and evicting the occupiers from the said Premises shall begin immediately from the date of signing of these presents.

3. It is agreed and recorded that the Owner shall remove all impediments whatsoever which can or may prevent the Developer from developing the said Premises within 31<sup>st</sup> December 2012.

4. It is represented and recorded that the said Premises are not affected by any notice of acquisition and/or requisition by the Government.
5. It is agreed and recorded that that the Owner shall obtain no objection certificate in respect of the said Premises under the provisions of the Urban Land Ceiling and Regulation Act, 1976.
6. It is agreed and recorded that the Owner shall obtain requisite consents, permissions, approvals, licences, permits as may be required from time to time for development of the said Premises.
7. It is agreed and recorded that the Owner shall pay all arrears of municipal rates and taxes and other taxes of whatsoever nature relating to the said Premises.
8. It is agreed and recorded that the Owner shall pass the title of the said Premises unto and in favour of the intending Purchaser by way of undivided proportionate impartible share in the land of the said Premises appertaining to flats/apartments and other areas of the said Housing Complex free from all encumbrances whatsoever.
9. It is agreed and recorded that the Owner shall not enter into any Agreement for Sale or otherwise deal with the said Premises with any other person or persons in any manner whatsoever.
10. It is agreed and recorded that the Owner shall hand over 50% of vacant area peaceful and vacant possession of the said premises No.40A, Elliot Road, Kolkata - 700016 to the Developer immediately on execution of these presents

and balance area of 40A, Elliot Road, Kolkata - 700016 and 36, Elliot Road, Kolkata - 700016 shall be handed over by 31<sup>st</sup> December 2012.

11. It is agreed and recorded that all costs, charges and expenses of whatsoever nature in respect of the all acts, deeds and things as enumerated hereinabove shall be incurred and paid by the Owner and the Developer shall not be liable for payment of the same.

12. It is agreed and recorded that relying upon the said representations to be true and correct the Developer has agreed to develop the said Premises on the terms and conditions as stated herein.

## **II. DEVELOPER'S REPRESENTATIONS**

1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new residential/commercial buildings/Housing Complexes.

2. The Developer has sufficient resources of arranging finance and infrastructure as may be required for carrying out the development of the "said Premises" and/or the construction of the said Housing Complex.

3. The Developer shall carry out and complete the said development work on the "said Premises" as per the sanctioned plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation and entire construction work shall be of a good quality as shall be approved by the Architects.

4. It is agreed and recorded that the Developer shall obtain all requisite sanctions of the plan consents, permissions, approvals, licences, permits as



may be required from time to time for development of the said Premises as early as possible.

5. The Developer shall pay to the Owner Security deposit and advance as enumerated hereunder.

### **III. RATES, TAXES AND OUTGOINGS**

1. It is agreed and recorded that the Owner shall bear and pay the Municipal rates, taxes, levies, surcharge, outgoings and all other impositions relating to Municipal tax of whatsoever nature concerning or relating to the said Premises upto the date of the sanction of the plan thereafter till the completion of the said Housing Complex the same shall be paid by the Owner and Developer in proportion of their areas of the construction agreed to be allocated as stated hereunder.

2. On and from the date of completion of the said Housing Complex and upon handing over of the Owner's allocated area, the Owner and the Developer and their nominees shall pay all rates and taxes with regard to their respective allocated areas of the said Housing Complex.

### **IV. TITLE DOCUMENTS**

1. It is agreed and recorded that the Owner shall handover original title deeds together with abstract of title and report of title of the said Premises morefully described in Part-I and Part-II of the First Schedule stated hereunder as and when required by the Developer.

2. It is agreed and recorded that the Owner shall also give all other original ancillary Documents of title together with original surrender letters and documents by the occupiers in respect of the said Premises.

3. The Owner undertakes to answer all questions and/or requisition and shall also give explanation and clarification in respect of marketable title of the said Premises.

**V. COMMENCEMENT**

It is agreed and recorded that this agreement shall commence upon execution hereof and shall continue in force till the fulfilment of all the terms and conditions by the Owner and the Developer as envisaged herein.

**VI. APPOINTMENT**

1. The Owner herein hereby appoints the Developer as the builder and/or developer for carrying out the development at the "said Premises" as per the sanctioned plan or plans subject to the terms and conditions recorded herein.

2. The Developer hereby accept its appointment as the Developer in respect of the "said Premises" and further agrees to carry out the development of the said Housing Complex in the manner and on the terms and conditions as envisaged herein.

3. The Owner hereby permits the Developer to enter upon the said Premises for the purpose of development and construction of the Housing Complex on the terms and conditions as envisaged herein.

**VII. DEMOLITION OF EXISTING STRUCTURE**

1. It is agreed and recorded that the Developer at the cost and expenses of the Owner shall engage competent contractor to pull down the whole existing structure at the said Premises in a workmanlike and skilful manner and shall

remove all building materials including stones, bricks and rubbles and shall keep the said Premises cleared of all things and in a levelled condition.

2. It is agreed and recorded that while pulling down buildings and structures and clearing the said Premises, the Developer's contractor shall ensure to observe all the rules and regulations of the local authorities and will not cause damage to the adjoining properties.

3. It is agreed and recorded that all sale proceeds of demolished materials and scrap after deducting all costs and expenses shall be appropriated by the Owner.

4. It is agreed and recorded that the work of demolition and removal of materials and the levelling shall be done in such manner as may be convenient and practical within six months from the date of sanction of the plan or plans as the case may be.

#### **VIII. PERMISSIONS/APPROVALS BY THE DEVELOPER**

It is agreed and recorded that the Developer for and on behalf of the Owner shall apply and obtain at its costs and expenses all necessary consents, approvals, permissions, licences and sanction of the plan or plans including but without limitation those required to be given by Government department or anybody constituted under the law or regulatory authority in respect of the said Premises for construction of the said Housing Complex and the Owner shall remove all hurdles in the way of development of the same as envisaged herein to enable the Developer to erect and construct the said Housing complex without any restrictions and obstructions whatsoever.

#### **IX. COSTS FOR CONSTRUCTION/FINANCE**

1. All costs, charges and expenses of whatsoever nature in respect of carrying out construction and completion of the said Housing Complex including approvals, permissions N.O.C. and fees for sanction of the plan or plans shall be borne and paid by the Developer and the Owner shall not be liable to incur any kind of expenses in this regard.

2. That the Developer shall invest and arrange required finances for construction and completion of the said Housing complex from its own resources as well as from any Banks and/or financial institutions and/or private financier. Provided however It is made clear that the Developer shall borrow the finance after sanction of the plan and commencement of construction of the housing complex from any Bank or Institution. Provided further it is made clear that the entire loan amount to be taken by the Developer shall be utilised only for the purpose of construction of the said Housing Complex, provided however the Developer shall keep the area allocated to the Owner free from the said mortgage and charges.

3. That the Developer alone shall be liable to repay entire loans together with interest thereon to the Banks and/or financial institutions and/or private financier and the Owner shall not be liable in any manner for the same

**X. MANNER OF CONSTRUCTION BY DEVELOPER**

1. That the Developer shall appoint and engage professional team of Architects & Designers to cause preparation of plans and all other persons required for construction of the said Housing complex on such terms and conditions as the Developer may think fit and proper and the Developer shall pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature in respect thereof.

2. That the Developer will cause to be prepared all plans, drawings, specifications applications and other papers and documents in such form and manner as may be required from time to time for the purpose of obtaining necessary permissions and sanction from the Appropriate Municipal Authorities of the Kolkata Municipal Corporation and other Authorities for development of the said Premises by way of erection and construction of the said Housing Complex comprising of residential buildings therein hereinafter referred as to the Housing Complex and with right to make modifications thereto, provided however it is agreed by and between the parties hereto that all such permissions, consents, approvals and sanctions shall be obtained by the Developer for and on behalf of the Owner from the appropriate authorities and Developer shall bear and pay all costs, charges fee, expenses as may be required in connection with the sanction of the plans of the said 'Housing Complex' and the Owner shall extend full support and cooperation and shall do all acts deeds and things as may be required from time to time.

3. The Owner shall sign and execute from time to time through out the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/ approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said Housing complex at the said Premises which are required to be signed by the Owner for the purpose and fulfilment of the terms of this agreement.

4. That the Developer shall appoint and employ the building contractors and sub-contractors to carry out the construction of the said Housing complex and the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and duties of the building contractor or sub-contractor as the case may be.

5. That the Developer for and on behalf of the Owner shall be entitled to apply for and obtain Electric, water, sanitary, gas, telephone and other connection and/or other amenities and facilities of whatsoever nature as may be required in the said Housing Complex and the Owner hereby accords her consent and further agree to extend all necessary cooperation to the Developer for obtaining the same.

6. That the entire construction work of the said Housing complex at the said Premises shall be with the knowledge and approval of the architects appointed by the Developer and all materials required to be used for construction of the said Housing complex shall be of best quality which shall be approved by the said architects.

7. It is agreed and recorded that in view of what is stated hereinabove the Developer agrees to construct and complete the said Housing complex in accordance with the plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation. The period of completion of construction shall be within 3(three) years from the date of sanction plan of the building.

#### **XI. DURATION FOR COMPLETION**

1. It is agreed and recorded that the Owner hereby grants permission to the Developer for the Purpose of carrying out construction of the said Housing Complex in the said Premises in accordance with the plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation or any other authorities as the case may be.

2. The Developer as soon as possible shall cause preparation of the plans of the said Housing Complex and further cause the same to be submitted before the concerned authorities of the Kolkata Municipal Corporation for necessary sanctions.

3. The Developer shall make best efforts to obtain necessary sanction of the plans of the said Housing Complex from the Kolkata Municipal Corporation and all other concerned authorities required to commence construction of the said Housing Complex as early as possible.

4. It is agreed and recorded that the Developer shall complete the construction of the entire said Housing Complex at the said Premises within 3 (three) years from the date of sanction of plan.

5. It is agreed and recorded that the construction of the said Housing Complex shall be commenced within 6 months after the sanction of the plan together with all approvals provided however in case of delay by the Owner in obtaining vacant possession from the occupiers as the case may be then the time for completion of the said Housing Complex shall stand extended.

## **XII. SPACE ALLOCATION**

1. In consideration of the development of the Housing Complex at the said Premises by the Developer at its own costs and expenses which includes Owner's Allocation as well and in consideration of the said Premises provided by the Owner as envisaged herein it is agreed by and between the Owner and the Developer that the entire constructed areas of the said Housing complex shall be divided and apportioned in the manner as stated hereunder:-

- i) 50% of the constructed areas of the said Housing Complex together with all the amenities and facilities therein and together with undivided

proportionate share of the land of the said Premises appertaining thereto shall belong to the Owner hereinafter called the "Owner's Allocation".

- ii) 50% of the constructed areas of the said Housing Complex together with all the amenities and facilities therein and together with undivided proportionate share of the land of the said Premises appertaining thereto shall belong to the Developer hereinafter called the "Developer's Allocation".

Provided however it is made clear that the apportionment of the constructed areas of the said Housing Complex shall be done in proportion of constructed area on each floor of the building and/or buildings in the said Housing Complex.

2. It is agreed and recorded that the common areas, car parking areas, open areas, roofs and all other areas of whatsoever nature of the said Housing complex shall also belong to the Owner and the Developer in said proportion i.e. 50% to the Owner and 50% to the Developer.

3. It is agreed and recorded that the Owner and Developer shall delineate their respective allocated areas immediately after the sanction of the Plan.

4. It is agreed and recorded that in case further constructions over the roof of the buildings of the said Housing Complex are permitted then the Owner and Developer shall be entitled to raise further construction over the roof and costs of such constructions over the roof shall be borne and paid by the Owner and the Developer in equal proportion and the said constructed areas of the said Housing Complex to be constructed over the roof of the building shall be



divided and demarcated equally by and between the Owner and the Developer and the Owner and Developer shall sign, execute and register appropriate Deeds and/or documents in respect thereof so that both the Owner and Developer become absolute owner in respect of their respective constructed areas over the roof of the building of the said Housing Complex to the exclusion of each other.

**XIII. SECURITY DEPOSIT & ADVANCE**

1. It is agreed and recorded that the Developer shall deposit with the Owner a total sum of Rs.4,00,00,000/- (Rupees Four Crore) only which shall be paid in the following manner:

i) A sum of Rs.3,00,00,000/- (Rupees Three Crores) only has been paid to the Owner at the time of signing of these presents the receipt whereof is hereby acknowledged by the Owner.

ii) A sum of Rs.1,00,00,000/- (Rupees One Crore) only shall be paid within 31<sup>st</sup> December 2012.

2. It is agreed and recorded that the said interest free Security Deposit of the said total sum of Rs.4,00,00,000/- (Rupees Four Crore) only shall be refunded by the Owner to the Developer in three instalments and First instalment of a sum of Rs.2,40,00,000/- (Rupees Two Crores Forty Lakhs) only shall be paid within twelve months from the date of commencement of construction of the said Housing Complex and Second instalment of a sum of Rs.80,00,000/- (Rupees Eighty Lakhs) only within eighteen months from the date of commencement of construction of the said Housing Complex and Third instalment of a sum of Rs.80,00,000/- (Rupees Eighty Lakhs) only shall be paid

immediately upon issuance of notice of possession of the Owners's allocated area of the said Housing Complex by the Developer.

3. It is agreed and recorded that in the event of the Owner being unable to refund the said Security Deposit Amount of Rs.4,00,00,000/- (Rupees Four Crores) only in three instalments within the time stipulated hereinabove then the Developer shall be entitled to sell and transfer constructed areas out the Owner's allocation of the said Housing Complex provided however it is made clear that the Developer shall convey, sell, transfer and assure first to the extent of the value of 60% of the said Security Deposit amount of Rs.2,40,00,000/- (Rupees Two crores and Forty Lakhs) only and thereafter to the extent of 40% in two instalments of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs) only and the consideration to be realised out of the sale of the constructed areas out of the Owner's allocation of the said Housing Complex in three instalments shall be appropriated to enter upon satisfaction of the said Security Deposit amount of Rs. 4,00,000,00/- (Rupees Four Crores) only and the Owner hereby appoints the Developer as Constituted Attorney to execute and register the appropriate deed of conveyance for sale and transfer of the constructed areas out of Owner's allocation of the said Housing Complex.

4. It is further agreed by and between the parties hereto that the Owner shall not be entitled to execute and register the Deed or Deeds of Conveyance in respect of the constructed area comprised in the Owners' Allocation in favour of intending Purchasers or deliver possession in their favour until and unless she has refunded the entire Security Deposit to the Developer herein.

5. It is further agreed and recorded that the Developer shall pay a sum of Rs.30,000/- (Rupees Thirty Thousand) only per month to the Owner during the period of construction of the said Housing Complex and the Developer shall not

be liable to pay the said monthly sum of Rs.30,000/- (Rupees Thirty Thousand) only upon completion and notice of possession of the Owners' allocated areas.

**XIV. SALE AND TRANSFER OF CONSTRUCTED AREAS**

1. That in consideration of development of the said Premises the Owner and the Developer shall be entitled to sell and transfer their respective allocated residential areas and other constructed areas of the said Housing complex together with undivided proportionate impartible share of the land of the said Premises appertaining thereto unto and in favour of the intending purchasers and they shall also be entitled to take advances pending construction of the said Housing Complex in the said Premises.

2. It is agreed and recorded that the Owner and the Developer both shall be entitled to convey, transfer by way of sale their respective allocated constructed areas of the said Housing complex together with undivided proportionate impartible share in land of the said Premises appertaining thereto and all rents, issues and profits arising in respect thereof shall be appropriated in respect of their respective allocated constructed area of the said Housing complex provided however simultaneously with the execution of the Deeds of Conveyance by the Owner unto and in favour of the nominees of the Developer.

3. Subject to completion of the said Housing Complex by the Developer the Owner and the Developer shall have vested right in respect of their respective allocated constructed areas of the said Housing complex together with undivided proportionate impartible share of the land in the said Premises appertaining thereto and the Owner and the Developer shall execute and

register their respective Deeds or other Documents as may be required from time to time unto and in favour of the intending purchasers and herself as well.

4. That in consideration of the Development of the said Premises by the Developer the Owner hereby agrees and undertakes to convey transfer assign and assure undivided proportionate impartible share of the land of the said Premises appertaining to the Flats/Apartments and other constructed areas of the said Housing complex allocated to the Developer in favour of the Developer or its nominee or nominees and the Owner shall execute and register the Deed or Deeds of Conveyance of undivided proportionate impartible share of the land of the said Premises appertaining to the constructed areas of the said Housing complex allocated to the Developer or its nominee or nominees at their cost.

5. That the Developer shall join as a confirming party in the Deed or Deeds of Conveyances to be executed and registered by the Owner in respect of the constructed areas of the said Housing Complex forming part of Owner allocation as and when required by the Owner confirming to disclaim, relinquish, release, assign and assure the constructed areas of the said Housing Complex allocated to the Owner.

**XV. DELAYS**

1. That the Developer shall complete the total construction of the said Housing complex at the said Premises within a period of 3 (three) years from the date of sanction of the plan in a phased manner as stated hereinabove.

2. That the Owner shall not do any acts deeds or things in course of construction whereby the Developer shall be prevented and/or disturbed from carrying out construction and completion of the said Housing complex at the said Premises in any manner whatsoever.

3. If any event occurs which is beyond the control of the Developer including but not limited to fire, flood, explosion, riot, terrorist acts, strike, local Trouble, disputes, war, process shutdown, acts of government or any circumstances outside the reasonable control of the Developer which results in delay in carrying out construction of the said Housing Complex as stated in this Agreement then and in such an event time shall be extended to that extent to complete the construction of the said Housing Complex.

4. It has been agreed that in case of delay and/or default on the part of the Developer to complete the construction of the entire Housing Complex within the time and/or completion of the said Housing Complex as agreed hereinabove, then the time for completion of such construction shall be extended by two years and thereafter completion time may be further extended by mutual consent.

#### **XVI. MARKETING AND SALES**

1. The Owner and Developer shall bear and pay all the costs charges and expenses of whatsoever nature in respect of marketing, advertising and promoting the said Housing complex. The brokerage or commission for sale and transfer of the constructed areas of the said Housing complex shall be borne by the Owner and Developer in respect of their respective allocation.

2. It is agreed and recorded that the Owner and Developer and/or their respective intending Purchasers shall be liable to bear and pay service tax, VAT or any other kind of tax or imposition or burden as may be payable and/or applicable in respect of transfer of their respective allocated constructed areas of the Housing Complex.

**XVII. POWER AND RESTRICTIONS**

1. That the Owner shall grant a Power of Attorney in favour of the Developer and/or its nominee or nominees to act on her behalf and to do all acts, deeds or things as may be required to be done by it in terms of this agreement only for the purpose of the development and construction of the said Housing Complex at the said Premises.
2. That during the subsistence of this agreement the Owner shall not let out or lease or mortgage or create any charge of the said Premises or any part thereof.
3. That the Owner hereby appoints the Developer to act as project manager with respect to the Development of the said Housing Complex.

**XVIII. OBLIGATIONS OF DEVELOPER**

1. That the Developer shall frame a scheme for the management and administration of the said Housing complex to be constructed at the said Premises and all intending purchasers and occupiers including owner shall abide by all the rules and regulations to be framed in connection with the management and affairs of the said Housing complex.
2. That as and when the construction of the said Housing Complex is completed by the Developer and the same is ready for occupation, the Developer shall give written notice to the Owner or their notified nominees as well as all the intending Purchasers to occupy their respective constructed areas in the said Housing complex and within 30 (thirty) days from the date of the said notice and the Owner and Developer and their respective intending Purchasers shall be liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof.

**XIX. DRAFTING OF DEEDS & DOCUMENTS**

1. That all Agreements for Sale, Deeds of Conveyance and or other Documents which are required to be executed and registered shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Flats/Apartments and other constructed areas of the said Housing complex and the Owner and Developer shall from time to time shall execute and register all such Agreements for Sale, Deeds of Conveyance and other Deeds and documents unto and in favour of intending Purchasers and shall do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the parties herein and for perfecting the powers and authorities herein expressly granted.

**XX. SPECIFIC PERFORMANCE**

1. In case the Owner fails to execute the Deeds of Conveyance or conveyances in favour of the intending Purchasers of Developer's Allocation in respect of the Flats/Apartments and other constructed areas of the Housing complex then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the Owner to the Developer.

**XXI. NAME OF THE HOUSING COMPLEX**

1. It is agreed and recorded that the said Housing Complex shall be named as may be mutually agreed upon.

**XXII. JOINT DEVELOPMENT**

1. It is agreed and recorded that this agreement will be treated as Joint Development agreement by and between the Owner and the Developer and the

Developer shall have right to develop the said Premises on the terms as envisaged herein.

**XXIII. INDEMNITY**

1. That the Owner shall keep the Developer indemnified against all liabilities of the said Premises and the Developer shall keep the Owner indemnified against damages that may arise in course of construction of the said Housing complex at the said Premises.

2. The Developer will enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time and will hold proceeds of such claims.

3. It is agreed and recorded that Owner and the Developer shall mutually indemnify and keep indemnified each other against all actions suits losses, claims, damages, costs, charges, expenses that will be incurred or suffered by the Owner and Developer on account of or arising out of any breach of any of these terms or any law rules or regulations or otherwise howsoever.

**XXIV. ARBITRATION AND GOVERNING LAW**

All disputes and differences between the parties arising out of this agreement shall be referred to the arbitration in the exclusive jurisdiction of the Hon'ble High Court at Calcutta in accordance with the provisions of Arbitration and Conciliation Act 1996 together with modification thereof for the time being in force whose decision shall be final and binding on all the parties provided the same are not amicably settled.

**XXV. WAIVERS**



No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**XXVI. MODIFICATION**

This Agreement may be modified only by a written document signed by both the parties. A purported oral modification shall not be effective.

**XXVII. SEVERABILITY**

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of them shall not affect or impair the validity or enforceability of the remainder.

**XXVIII. ASSIGNMENT**

The Agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other party and any such attempted assignment or transfer shall be void.

**XXX. HEADINGS**

Paragraph headings are for the purpose of convenience and identification only and shall not be used to interpret or construe this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**Part - I**

ALL THAT two storied brick built dwelling house admeasuring 2100 Sq.ft. on the Ground floor and 2000 Sq.ft on the First floor together with drains, water courses rights liberties, easements, privileges, appendages and

appurtenances situated lying erected or built on a piece or parcel of land in a portion of which the same is erected or built measuring more or less 7 Cottahs, 9 Chittacks and 31 Sq. ft. within ward No.61 of Calcutta Municipal Corporation, now being numbered as Premises No.36, Elliot Road, P.S.- Park Street, Calcutta and Butted and bounded in the manner following that is to say:

ON THE NORTH : Partly by 34, Elliot Road,  
Partly by Elliot Road,  
Partly by 38, Elliot Road,

ON THE EAST : Partly by 38, Elliot Road,  
Partly by 40, Elliot Road,

ON THE SOUTH : Partly by 40, Elliot Road,  
Partly by 42, Elliot Road,

ON THE WEST : Partly by 34, Elliot Road,  
Partly by 28, Elliot Road,

**Part - II**

ALL THAT one storied brick built tenement dwelling house message and hereditament together with Revenue free appertaining land measuring 10 Cottahs 8 Chittacks and 20 Square Feet, more or less, whereon or on a part whereof the building situates covering the total area of 5760 Square Feet, being old building dilapidated in nature and constructed more than 100 years ago, and locally known as municipal premises No.40A, Elliot Road, within Police Station Park Street, Kolkata - 700016, within Ward No.61 of the Kolkata Municipal Corporation, and recorded therein under Assessee No. 110616800385, which is butted and bounded as follows :

On the North	:	By Premises No.38, Elliot Road,
On the South	:	By Premises No.40B, Elliot Road,
On the East	:	By Elliot Road, and
On the West	:	Partly by Premises No.42 and partly by Premises No.36, Elliot Road, Kolkata ;

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**BUILDING SPECIFICATION**

**STRUCTURE :**

R.C.C. Frame with brick built structure.

**INTERNAL WALLS :**

Smooth impervious Plaster-of-Paris.

**Doors :**

Entrance door will be teak finished flushed door while internal doors will be painted flushed door.

**WINDOWS :**

Sliding aluminum windows, glass shutters.

**HARDWARE :**

Good quality standard steel fittings & locks of reputed make.

**FLOORING :**

Vitrified tiles in bedrooms, living/dining and common areas.

**KITCHEN :**

Counter table with granite top and stainless steel sink.

Ceramic tiles dado of 2 feet above the counter.

Walls will be finished up to 2 feet 6 inches high with ceramic tiles. Anti-skid ceramic tiles on floor.

**TOILET :**

Anti-skid ceramic tiles on floor. Ceramic tiles up to door height.

**SANITARY WARE :**

Reputed make sanitary fittings. Hot and cold water provision in all bathrooms.

ELECTRICAL :

Concealed copper wiring of ISI brand, MCB and switches of reputed brand. A.C. point in master bedroom. Cable TV Wiring.

PAINTING & FINISHING :

Outside face of external walls - High quality Texture Paint.

Internal face of the walls - Good quality plaster of paris.

Window, gates and grills will be painted with two coats of enamel paints over two coats of primer.

Lift

Reputed Make Lift

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

SIGNED SEALED AND DELIVERED

by the OWNER at Kolkata

In the presence of :-

- ① *V. Modi*  
VIKASH MODI  
50, Suburban School Rd.  
Kod - 25

*Kishleha Begum*  
(K. SULEHA BEGUM)  
ADD PB 0207C

- ② *Tapas Barua*  
*Barua*  
City Court Ant. H. Calcutta

SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

In the presence of :-

- ① *V. Modi*
- ② *Tapas Barua*  
*Barua*

**Par Ananya Builders Private Limited**







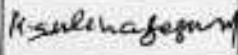











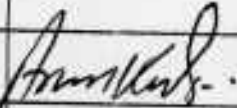





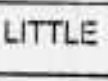
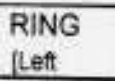
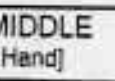
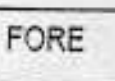
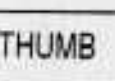
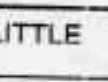
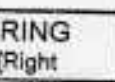
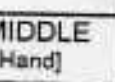
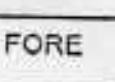
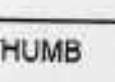
*Pranab...*  
**Director**

AAJCA 0824A

Drafted By:

*Anil Kumar Bhattacharya*  
*Adv.*  
7A, K. S. Ray Rd.  
L-11-11

## SPECIMEN FORM FOR TEN FINGER PRINTS

S.L. No.	Signature of the Executants and or Purchaser Presents					
1						
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		LITTLE	RING [Right Hand]	MIDDLE [Right Hand]	FORE	THUMB
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		LITTLE	RING [Right Hand]	MIDDLE [Right Hand]	FORE	THUMB
3						
		LITTLE	RING [Left Hand]	MIDDLE [Left Hand]	FORE	THUMB
						
		LITTLE	RING [Right Hand]	MIDDLE [Right Hand]	FORE	THUMB

-----  
DATED THIS 17<sup>th</sup> DAY OF ~~December~~ 2012  
-----

BETWEEN

SMT. K. SULEHA BEGUM

..... OWNER

- AND -

ARADHYA BUILDCON PRIVATE  
LIMITED,


..... DEVELOPER

AGREEMENT

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 63  
Page from 480 to 510  
being No 15655 for the year 2012.



  
(Dulal chandra Saha) 24-December-2012  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal



AD  
OF AS  
17 DEC 2019





17 DEC 2012



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ADDITIONAL  
OF 17 DEC 2012

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ADDITIONAL RESOURCES  
OF ADDITIONAL  
17 DEC 2012



~~ADDITIONAL COPY SENT TO~~  
OF ASSESSMENT  
17 DEC 1962



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OFF  
17 DEC 2012



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ADMITTED  
17 DEC 1917



17 DEC 2015



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ADDITIONAL DIRECTOR  
OF ASSURANCE  
17 DEC 2012





ADDITIONAL  
OF ASS  
17 DEC 2002

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ADDITIONAL ASSISTANT  
OF ASSISTANTS  
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ADDITIONAL SECRETARY  
OF ASSAM  
17 DEC 1952



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ADDITIONAL  
OF ASSURANCE  
17 DEC 2012



17 DEC 1912



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ADMITTED  
17 OCT 1912

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF EDUCATION  
BUREAU OF EDUCATION

OFFICE OF THE SUPERINTENDING EDUCATOR  
DIVISION OFFICE - CAGAYAN DE ORO



TO: THE SUPERINTENDING EDUCATOR, DIVISION OFFICE - CAGAYAN DE ORO

FROM: THE SUPERINTENDING EDUCATOR, DIVISION OFFICE - CAGAYAN DE ORO



Very truly yours,  
[Signature]

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REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF EDUCATION  
BUREAU OF EDUCATION

OFFICE OF THE SUPERINTENDING EDUCATOR  
DIVISION OFFICE - CAGAYAN DE ORO

1950

TO: THE SUPERINTENDING EDUCATOR, CAGAYAN DE ORO  
FROM: THE SUPERINTENDING EDUCATOR, CAGAYAN DE ORO

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SL. No. .... DATE .....  
NAME .....  
ADD .....  
AMT .....

14 DEC 2012

From K. Suteha Begum,  
36, Elliot Road,  
Kolkata

*Arunkumar*



e-8580

San Aranya Builders Private Limited

*Arunkumar*  
Director

*M Ghosh*  
MOUSUMI GOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



e-8581

*K. Suteha Begum*



Tajara Bank  
Accounts  
City Court and AB Calcutta

ADDITIONAL STAMP  
OF ASSESSMENT  
17 DEC 2012