



72141

Sl. No. ....  
Name : SOMNATH PAL, Advocate  
Address : High Court, Kolkata

Re. ....  
Kolkata Colln.  
11, Netaji  
Kolkata  
Date : 17 JUN 2014  
Amr/ Sec. Sd/Se  
Lithoed Stamp  
Vendor.



Sujan Sarkar,

Sho deei M. Sarkar.

Kipore court

Kot Fort

Case - 10M

*[Signature]*  
District Sub-Registrar-III  
Alipore, South 24 Parganas  
24 JUN 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

CD Volume number 13

Page from 1635 to 1655

being No 04957 for the year 2014.



(Rajendra Prasad Upadhyay) 11 July 2014

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Office of the D.S.R. - III SOUTH 24-PARGANAS

West Bengal

*District Sub-Registrar-III*

*Alidora, South 24 Parganas*



**Government of West Bengal**  
**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 05246 / 2014, Deed No. (Book - I , 04957/2014)**

**I. Signature of the Presentant**

Name of the Presentant	Photo	Finger Print	Signature with date
Vinay Puri 162/ B / 324, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045			 24/6/14
	24/06/2014	LTI 24/06/2014	

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
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1	Bliswadeb Roy Address -Flat No:C / 3, 164/3 A, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045	Self			 Bliswadeb Roy
			24/06/2014	LTI 24/06/2014	

2	Ruby Roy Address -Flat No:C / 3, 164/3 A, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045	Self			 Ruby Roy
			24/06/2014	LTI 24/06/2014	

3	Vinay Puri Address -162/ B / 324, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045	Self			 Vinay Puri
			24/06/2014	LTI 24/06/2014	

**Name of Identifier of above Person(s)**

**Signature of Identifier with Date**

Swapan Sarder  
 Alipore Road, Kolkata, Thana:-Alipore, District:-South  
 24-Parganas, WEST BENGAL, India, Pin :-700027

  
Swapan Sarder  
24/6/14



  
District Sub-Registrar-III  
Alipore, South 24 Parganas

**(Rajendra Prasad Upadhyay)**  
**DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**  
**Office of the D.S.R. - III SOUTH 24-PARGANAS**





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

Endorsement For Deed Number : I - 04957 of 2014  
(Serial No. 05246 of 2014 and Query No. 1603L000009320 of 2014)

**On 24/06/2014**

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

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

**Payment of Fees:**

Amount By Cash

Rs. 53.00/-, on 24/06/2014

( Under Article : .E = 21/- ,H = 28/- ,M(b) = 4/- on 24/06/2014 )

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-93,07,969/-

Certified that the required stamp duty of this document is Rs.- 10020 /- and the Stamp duty paid as Impresive Rs. - 50/-

**Deficit stamp duty**

Deficit stamp duty Rs. 10000/- is paid , by the draft number 991359, Draft Date 23/06/2014, Bank : State Bank of India, GOLPARK, received on 24/06/2014

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

Presented for registration at 13.15 hrs on :24/06/2014, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Sri Vinay Puri ,Claimant.

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

Execution is admitted on 24/06/2014 by

1. Sri Biswadeb Roy, son of Late Aswini Kumar Roy , Flat No:C / 3, 164/3 A, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045, By Caste Hindu, By Profession : Retired Person
2. Smt. Ruby Roy, wife of Sri Pinaki Roy , Flat No:C / 3, 164/3 A, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045, By Caste Hindu, By Profession : House wife
3. Sri Vinay Puri  
Director, Raj Abasan Pvt. Ltd., 162/ B / 324, Lake Gardens, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045,  
, By Profession : Others  
Identified By Swapan Sarder, son of Sri M Sarder, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Law Clerk.



District Sub-Registrar-III  
Alipora, South 24 Parganas

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS



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

**Endorsement For Deed Number : 1 - 04957 of 2014**  
**(Serial No. 05246 of 2014 and Query No. 1603L000009320 of 2014)**

(Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS



*District Sub-Registrar-III*  
*Alipore, South 24 Parganas*

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
EndorsementPage 2 of 2



(1) **SRI BISWADEB ROY**, son of Late Aswini Kumar Roy, by faith - Hindu, by occupation - Retired, residing at 164/3A, Lake Gardens, Flat No. C/3, Police Station - Lake, Kolkata - 700045, and (2) **SMT. RUBY ROY**, wife of Sri Pinaki Roy, by faith - Hindu, by occupation - Housewife, residing at 164/3A, Lake Gardens, Flat No. C/3, Police Station - Lake, Kolkata - 700045, hereinafter referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**RAJ ABASAN PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered office at 162/B/324 Lake Gardens, Police Station - Lake Place, Kolkata-700045, hereinafter referred to as the **DEVELOPER**, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, successors-in-office and assigns) of the **OTHER PART**. Being represented by one of its Director **SRI VINAY PURI**, son of Sri Vinod Puri residing at 162/B/324 Lake Gardens, Police Station - Lake Kolkata-700045.

**AND WHEREAS** the Owners No.1 herein Sri Biswadeb Roy, absolutely seized and possessed of Sali land measuring about 4 Cothas more or less lying and situated in Mouza Nayabad, Scheme Plot No. 2, R.S. Dag No. 145, R.S. Khalian No. 95, Touzi No. 56, J.L. No. 25, R.S. No. 3, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 109, Premises No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata - 700 099, under Assessee No. 31-109,-08-0559-2, morefully described in the Schedule hereunder written by virtue of deed of conveyance dated 31<sup>st</sup> August' 1998 registered in the office of DSR, Alipore 24 Parganas and recorded in Book No. 1, Volume No. 385, pages 200 to 207, Being No. 14732 for the year 1983.

**WHEREAS** the Owner No.2 herein Smt. Ruby Roy, absolutely seized and possessed of Sali land measuring about 4 Cothas 10 chittacks more or less lying and situated in Mouza Nayabad, Scheme Plot No. 4, R.S. Dag No. 145, R.S. Khalian No. 95, Touzi No. 56, J.L. No. 25, R.S. No. 3, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.109, Premises No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata - 700 099, under Assessee No. 31-109,-08-0561-0, morefully described in the Schedule hereunder written by virtue of deed of conveyance dated 31<sup>st</sup> August' 1998 registered in the office of DSR, Alipore 24 Parganas and recorded in Book No. 1, Volume No. 385, Being No. 14730 for the year 1983.

**AND WHEREAS** to enjoy the said property properly both the Owners have decided to develop their said property after amalgamation of the said two premises into one premises and for which they entered into an two agreement separately with the Developer herein Raj Abasan Pvt. Ltd. on the terms and conditions stated therein.



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**AND WHEREAS** to amalgamate of their said two premises Sri. Biswadeb Roy the Owner No. 1 herein executed a Deed of Conveyance in favour of the Owner No. 2 Smt. Ruby Roy. All That undivided share of land measuring about 100 sq.ft. in premises No.559, Nayabad, Police Station – Purba Jadavpur, Ward No. 109, Kolkata – 700099, by way of Deed of Conveyance registered in the office of A.D.S.R. Sealadah, and recorded in Book No. 1, CD Volume No.7, pages 4710 to 4725, Being No. 03103, for the year 2012.

**AND WHEREAS** simultaneously Smt. Ruby Roy, the Owner No. 2 herein executed a Deed of Conveyance in favour of Biswadeb Roy, the Owner No. 1 All That undivided share of land measuring about 100 sq.ft. in premises No.561, Nayabad, Police Station – Purba Jadavpur, Ward No.109, Kolkata – 700099, by way of Deed of Conveyance registered in the office of A.D.S.R. Sealadah, and recorded in Book No. 1, CD Volume No.7, pages 4735 to 4750, Being No. 03105, for the year 2012.

**AND WHEREAS** said Biswadeb Roy the Owner No.1 and Smt. Ruby Roy, the Owner No.2 herein, amalgamated their said two premises into one premises in the K.M.C. being known and numbered as amalgamated Premises No.559, Nayabad, Police Station Purba Jadavpur, under Assessee No. 31-109-08-0559-2 total land measuring about measuring about 8 Cottahs 10 Chittacks more or less.

**AND WHEREAS** as per circular of the Registering authority both the parties hereto have agreed to register this Joint Development Agreement on the terms and conditions stated hereunder.

**AND WHEREAS** both the parties hereto have agreed to enter into this agreement on the following terms and conditions :-

**NOW THIS AGREEMENT WITNESSETH** by and between the parties bind themselves on the following terms and conditions:-

**ARTICLE -1**  
**DEFINITIONS:**

**IN THIS AGREEMENT UNLESS IT BE CONTRARY OR REPUGNANT TO THE**

**CONTEXT:**

- 1.1 **OWNERS** shall mean (1) **SRI BISWADEB ROY**, son of Late Arwini Kumar Roy, by faith – Hindu, by occupation – Retired, residing at 164/3A, Lake Gardens, Flat No. C/3, Police Station – Lake, Kolkata – 700045, and (2) **SMT. RUBY ROY**, wife of Sri Pinaki Roy, by faith – Hindu, by occupation – Housewife, residing at 164/3A, Lake Gardens, Flat No. C/3, Police Station – Lake, Kolkata – 700045, and their heirs, executors, administrators, legal representatives and assigns.



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- 1.2 **DEVELOPERS** shall mean **RAJ ABASAN PRIVATE LIMITED** a Private Ltd Company incorporated under the companies Act 1956 being represented by one of its Director **SRI VINAY PURI** and its successors in office and assign.
- 1.3 **LAND** shall mean the Sail land total measuring about 8 cottas 10 Chittacks more or less lying and situated in Mouza Nayabad, Scheme Plot No. 2, R.S. Dag No.145, R.S Khaitan No.95, Touzi No.56, J.L.No.25, R.S. No.3, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.109, being amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata - 700 099, under Assessee No.31-109-08-0559-2, morefully describe in the Schedule hereunder written.
- 1.4 **BUILDING** shall mean ground plus four storied building to be constructed at the said amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata - 700 099, District 24 Parganas (South), by the Developer at its own costs and/or with money of the intending Purchasers according to the FAR to be available as per sanctioned building plan by Kolkata Municipal Corporation on the said plan.
- 1.5 **COMMON AREA AND FACILITIES** shall mean all the common areas including corridors, staircase, stairways, lift passage ways, spaces electric/meter, Sintex overhead reservoirs and underground reservoir, water pump and motor and other facilities which are intended or expressed for common use and enjoyment of the apartment / Flat Owners of the building at the said amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata -700099, District 24 Parganas (South), and required for the establishment, location, enjoyment, maintenance and/or management of the building.
- 1.6 **OWNERS'S ALLOCATION** both the owners shall be entitled to 40% of the total sanctioned area of Flat out of which one three bed rooms flat and two bed rooms flat on the first floor and one three bed rooms flat and one two bed rooms flat on the Second floor and one Servant room size 15' x 12' with attached bathroom with European WC, Ceramic tile dado on wall upto 6 ft. height to be provided in the Ground floor as sanctioned by KMC rules of the G+ four storied building and both the owners will get 40% area of the sanction car parking space at the ground floor together with undivided proportionate share of land, morefully mentioned in the Schedule 'A' above and user rights of all common areas and facilities of the said amalgamated Premises No.559, Nayabad, P.S. - Purba Jadavpur, Ward No.109, Kolkata-700099, District 24 Parganas (South), and advance sum of **Rs.2,50,000/- (Rupees Two Lac Fifty Thousand) only** each



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out of which **Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only** will be paid within 15 days from this date as nonrefundable and balance **Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only** will be paid during construction as refundable by the owners to the Developers after handing the possession of the said building and on obtaining the owners allocation in due course of time. At the time of delivery of possession final measurement will be taken and after that if the area of flat are less than 40% of the total area, the Developer will pay the market value of the remaining area to the owners in equal shares.

- 1.7 **DEVELOPERS ALLOCATION** means the developer shall be entitled to 60% of the area along with 60% share sanction car parking space at the ground floor of the G+ four storied building together with undivided proportionate share of land at the said amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata-700 099, District 24 Parganas (South), to be constructed according to the sanctioned building plan at the cost of the Developer in its share save and except the Owners' share/allocation particularly mentioned in the Schedule "g" hereunder written and the Developers shall be entitled to transfer/sell their allocation to the Purchaser/ Purchasers thereof.

- 1.8 **BUILDING PLAN** shall mean and include the plans, drawings and specification of the new building prepared by the architect sanctioned by the concerned authority including the Kolkata Municipal Corporation for construction of the G+ Four storied building on the land of the said amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata-700099, District 24 Parganas (South), and shall include all sanctionable modifications and alternations that the architect may cause with the approval of the Kolkata Municipal Corporation from time to time.

- 1.9 **ROOF** shall mean the roof of the ground plus four storied building and to be constructed in the said land of amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata-700099, District 24 Parganas (South), according to the sanctioned building plan and the same shall be common between the Owners and the other flat/apartment holder.

- 1.10 **TRANSFEREE** shall mean the person, the firm, limited Company, Association of persons who will acquire any self contained flat/ apartments/other portion/space of the said building to be constructed on the said premises according to FAR available as per sanction building plan beside the Owners' allocation mentioned in the Schedule 'g' hereunder written.

- 1.11 **BUILT UP AREA** includes carpet area, walls, proportionate area of staircase, half of the area of the common wall between the adjoining flats.



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**ARTICLE II**  
**OWNERS' TITLE**

- 2.1 The Owners hereby declares that they are the joint absolute Owners and fully seized and possessed of the said Sall land free from all encumbrances, charges, liens, liabilities, mortgages etc. and wet land Act. And they have a good and marketable title to the said property and the Owners have no other co-sharers in respect of the property and they have absolute right to transfer the same.
- 2.2 The Owners have provided the Developers with copies of title deeds and relevant documents in respect of the said amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata-700 099, District 24 Parganas (South), and handover the originals thereof to the Developers for sanction of Building Plans etc. without any objection whatsoever.
- 2.3 The Owners declare and undertakes that they will not in anyway encumber the said property or otherwise or dispose of the said property or any portion thereof except in the manner as expressly herein provided.

**ARTICLE III**

- 3.1 The Developers shall have the rights for rectification and modification of building plan at its cost from the Kolkata Municipal Corporation and construct new building in accordance with such sanctioned plan.
- 3.2 The materials to be used for construction of the building by the Developers shall be good qualities. The Owners shall have no right to reject materials during construction on the ground of quality and the decision of the architect shall be final in this regard.
- 3.3 The Developers shall try its best to construct the building/Flat in conformity to be annexed specification in the Schedule "D" hereunder written.
- 3.4 The Developers declare and undertake that they will construct ground plus four storied building on the land mentioned on the Schedule "A" hereunder written at its costs and in conformity with the sanctioned building plan from K.M.C.
- 3.5 The Owners hereby grant, subject to what has been provided herein, the right to the Developers to build construct erect and complete G+ four storied building as per sanctioned plan for such building from K.M.C. on the said land at amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata-700 099, District 24 Parganas (South), in accordance with the sanctioned building plan and to commercially exploit the same by





entering into agreements for sale of their allocation and/or transfer the same and the Developer shall have the right to construct the building in accordance with the plan sanctioned in the name of the Owners by the Kolkata Municipal Corporation.

- 3.6 **OWNERS'S ALLOCATION** both the owners shall be entitled to 40% of the total sanctioned area of Flat out of which one three bed rooms flat and two bed rooms flat on the first floor and one three bed rooms flat and one two bed rooms flat on the Second floor and one Servant room size 15' x 12' with attached bathroom with European WC, Ceramic tile dado on wall upto 6 ft. height to be provided in the Ground floor as sanctioned by KMC rules of the G+ four storied building and both the owners will get 40% area of the sanction car parking space at the ground floor together with undivided proportionate share of land, morefully mentioned in the Schedule 'A' above and user rights of all common areas and facilities of the said amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata - 700099, District 24 Parganas (South), and advance sum of Rs.2,50,000/- (Rupees Two Lac Fifty Thousand) only each out of which Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only will be paid within 15 days from this date as nonrefundable and balance Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only will be paid during construction as refundable by the owners to the Developers after handing the possession of the said building and on obtaining the owners allocation in due course of time. At the time of delivery of possession final measurement will be taken and after that if the area of flat are less than 40% of the total area, the Developer will pay the market value of the remaining area to the owners in equal shares.

- 3.7 **DEVELOPERS ALLOCATION** will be entitled to the One two bed room flat each on the 1<sup>st</sup> & 2<sup>nd</sup> floor/ entire 3<sup>rd</sup> & 4<sup>th</sup> floor consisting each floor of 3 flats each 2 (two) 2 bedroom flat and one 3 bedroom flat and car parking space on the ground floor portion Part of 60% the said ground plus four storied building to be constructed on the Schedule "A" property hereunder written according to the sanctioned building plan at the costs of the Developer together with undivided proportionate share in the said land save and except the Owner share and allocation particularly mentioned in the Schedule "B" hereunder written.

- 3.8 The Developers shall be entitled to enter into an agreement for sale with the intending Purchaser/ Purchasers of their choice for sale of the flats and/or car parking spaces together with undivided proportionate share of the said land out of its allocation in the said building project in its own name and/or



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constructed portion of its allocation as agents/contractors of the intending purchasers at a consideration and costs to be settled between the Developers and the intending Purchaser or Purchasers and to receive and collect all money in respect thereof and such money shall absolutely belong to the Developers. The Owners shall have no right to get any portions of the said costs and consideration and shall not claim any portion thereof and the Owners hereby consent to the Developers for entering into such agreements for sale or proportionate undivided share of the said land and flats and car parking space and other spaces of the Developer allocation mentioned in Clause 1.7 above with the intending purchaser or Purchases in respect of the Developer allocation. The Owners shall in no way be entitled to the money received by the Developer from the intending Purchaser towards the value of the undivided proportionate share in the said land and costs of the Flats/apartments/car parking space. The Owners agrees and undertake to convey undivided proportionate share in the said land to the intending purchasers as the nominee of the Developer and at their request. If the Owners fails to execute the registered deeds of conveyances in respect of the Developer allocation to the intending purchases who are nominated by the Developers, in that event the Owners will be made and bound to pay liquidated damages to the Developer/the intending purchasers as the case may be to the extent as per market value of the Developer allocation.

3.9 The Developer shall at its own costs without creating any financial liability on the Owners, construct and complete the building including the common areas, facilities and amenities on the said land in accordance with the building plan sanctioned/ approved by the Kolkata Municipal Corporation with good materials and with good workmanship manner.

3.10 The Developer shall provide in the said building electric room space, water storage tank, overhead water reservoir, caretaker's room, common bath and privy and the Developers shall also raise boundary walls on all sides of the said land at its costs.

3.11 The Developer is authorized as constituted attorney of the Owners, if necessary and shall apply for and obtain quotas, and/or entitlements in respect of materials such as cement, steel, bricks and other building materials as may be allotted to the Owners for the construction of the said building and similarly shall apply for and obtain permanent connection of water, electricity, drainage connection, sewerage connection of the said building and other amenities and facilities required for the construction and enjoyment of the said building.





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- 3.12 All costs of charges and expenses including architect's fees for construction of the building and project shall be borne and discharged by the Developer.
- 3.13 The Developer shall enjoy all the profits of the projects/ business for construction of the said building. The Developer shall not be liable to pay any share of profits of the business/projects to the Owners and the Owners will not claim any share of profits from the Developer.
- 3.14 The Developer shall bear and suffer all tax liabilities for such construction of the building/project and the Owners will not be liable to pay any tax liabilities during construction of the building/project from the date of execution of the work. But the Owners will be liable to pay multistoried building's tax and other taxes in respect of their allocation as may be payable by them in law of possession their share of the flat.
- 3.15 That the Developer shall construct and complete the said building as per sanctioned plan and specification attached herewith at its own cost as already agreed upon and shall undertake full responsibility and the Owners shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and for faulty and/or any other defect or default whatsoever and the Developer fully indemnified at all time against any loss or damages which may be caused to the Owners or any one also due to any accident during construction for any unauthorized construction in deviation of the plan and/or due to any other cause whatsoever

#### ARTICLE IV

#### RIGHTS DUTIES AND OBLIGATION OF THE OWNERS

- 4.1 The Owners shall not in anyway interfere or obstruct the Developer in construction of the said building. The Owners shall pay damages to the Developer due to interference and obstruction in the construction of the said building. The Owners will be responsible for defect in the title of the said property and any action if any is taken by the neighbours or any other persons due to defect in title of the schedule property or any other reason. The Owners will indemnify the Developer against any loss as may be suffered by the Developers due to claim of the third party in respect whatsoever.
- 4.2 The Owners will not pay Municipal rates and taxes in respect of the Schedule "A" property till date of getting delivery of possession of the Schedule "g" hereunder written from the Developer and thereafter shall pay proportionate share of the Municipal rates and taxes in respect of the Owners' allocation mention in Schedule "g" hereunder written is apportioned and/or separately assessed in the record of the Kolkata Municipal Corporation in the name of the Owners.



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- 4.3 The Owners shall execute Regd. General Power of Attorney in favour of the Developer appointing, nominating and authorizing them to construct the said ground plus four storied building according to availability of the maximum FAR as per sanctioned building plan and to sell the Developer allocation, to appoint architects, engineers, contractors and to represent the Owners before the Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Police Authority, Fire Brigade or any other Authority or Authorities and to sign any application or other writings on their behalf and to appear before the authority or authorities and to undertake the construction of the building and the General Power of Attorney to be granted by the Owners shall remain operative till fulfillment of this agreement and the same shall be binding on the parties.

#### ARTICLE V

##### CONSIDERATION AND SPACE FOR ALLOCATION

- 5.1 In consideration for permission to construct and building on the land of the amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata-700 099, District 24 Parganas (South), particularly described in the Schedule "A" hereunder written, the Developer shall, upon completion of the said building allot, deliver and handover possession to the Owners of their share and allocation, free of costs, All That the 40% share of the Ground plus four storied building as per sanction building plan, **TOGETHER WITH** undivided proportionate share in the land as stated in Clause Nos. 1.6 and 3.6 with the right to use common areas and facilities in common with other Co-Owners of the said building more particularly described in the Schedule "B" hereunder written.
- 5.2 The Developers will be entitled to the remaining portion of 60% the said ground plus four storied building to be constructed on the Schedule "A" property hereunder written according to the sanctioned building plan at the costs of the Developer together with undivided proportionate share in the said land save and except the Owners share and allocation particularly mentioned in the Schedule "B" hereunder written.
- 5.3 The roof of the building shall be common between the Owners and Developers of the said G+ four storied building.
- 5.4 The Developer shall be entitled to enter into an agreement for sale and transfer or in any way deal with the developers allocation with right of user of common areas and facilities of the said building and without any right claim demand interest whatsoever and howsoever of the Owners and any person or persons lawfully claiming through them shall not in anyway interfere with or disturb the quite and peaceful use enjoyment and possession of the Developer allocation or any person or persons claiming through the Developer or nominee or nominees of the Developer.



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5.5 The Owners will be entitled to transfer or dispose of their share and allocation in the said building without in any way disturbing/affecting the common areas and facilities situate thereon and without any right, claim, damage, interference and whatsoever or howsoever of the Developer. The Developer will not interfere and disturb the quiet and peaceful possession of the Owners' allocation or any person or persons claiming through the Owners.

5.6 That the Owners shall be liable for payment of proportionate share of multistoried building tax and other taxes in respect of their respective flats as may be imposed by the Authorities after completion of construction of the said building.

#### ARTICLE VI COMMON FACILITIES

6.1 The Owners will bear and pay all rates and taxes outgoing in respect of the said land till their giving delivery of possession of the Schedule "B". The Developer will then pay Taxes till the completion of the Building.

6.2 As soon as the Owners' allocation is delivered and handed over to the Owners after fully completion of construction of the building the Owners will be exclusively responsible for payments of the Municipal rates and taxes payable in respect of the Owners' allocation and similarly from the said date the Developer shall be responsible for the rate and taxes payable in respect of its allocation. The rates and taxes which will be levied on the whole building, till it is apportioned and separately assessed by the Kolkata Municipal Corporation, will be paid proportionately on pro-rata. After the Owners' allocation is separately assessed and apportioned in the record of the Kolkata Municipal Corporation, the Owners will bear and pay the Municipal rates and taxes for the respective shares of their flat.

6.3 The service charges for common facilities shall include insurance of the premises of the buildings, water fire, scavenging charges, rates and taxes, lights for common areas, sanction, operation, repairs, renewals, salary of guards if any, management of the common facilities, renovations, replacement, repairs and maintenance charge and expenses for the building and of all common wiring, pipes, electrical and Mechanical equipments, lift, switchgear, transformer, generator, if any, pumps, motors and other electrical and mechanical installations appliance and equipment's stair ways, corridors, passage ways and other common facilities whatsoever including creation of sinking fund after completion or building and delivery of possession of the Owners share and allocation, shall be borne and paid proportionately by the Owners and the Developer or their respective transferee or transferees in respect of their respective allocations.





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**ARTICLES VII**  
**MISCELLANEOUS**

- 7.1 It is hereby agreed and declared that the Developer and the Owners will form an association of the Apartment Owners with Owners and all the holders/ Owners of flats/ apartment of the said building.
- 7.2 Each and every part, terms and conditions of this agreement shall be deemed to be consideration for the other.
- 7.3 That the Developer shall complete the flats as well as building and deliver the Owner's allocation within 27 months from the date of sanction of building plan and 3 (Three) months for Piling work and 24 months for Construction and finishing) and six months extension for obtaining CC etc.
- 7.4 In case the Developer is not able to complete the Building and handover the owners Allocation within 37 months extended upto another six months from the date of sanction of building plan by the KMC and possession, in that case the Developer shall have to pay compensation of @Rs. 5000/- per month save and except the force majeure reasons.

**ARTICLES VIII**  
**DELIVERY OF POSSESSION).**

On obtaining Completion Certificate from the KMC the Developer will issue a notice to the Owner handing over possession within 30 days. If the owner are unable to take possession within 30 days from this notice it will be deemed that the owner have taken possession of their share and the Developer will have the right to Register his/her portion of share and handover the possession of their nominees.

**THE SCHEDULE "A" ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of Sall land total measuring about 8 cothas 10 Chittacks more or less lying and situated in Mouza Nayabad, Scheme Plot No. 2, R.S. Dag No.145, RS Khatian No.95, Touzi No.56, J.L.No.25, R.S. No.3, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.109, being amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Kolkata - 700 099, under Assessee No.31-109-08-0559-2, District 24-Parganas (South), butted and bounded as follows:-

**ON THE NORTH** : 12ft wide Common Passage;  
**ON THE SOUTH** : Dag No. 145 & Premises No.23/31, Nayabad;  
**ON THE EAST** : Plot No.2 in Dag No. 145 (Meena Roy) Premises NO. 560, Nayabad;  
**ON THE WEST** : 17.5ft wide Metal Road.



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**THE SCHEDULE "B" ABOVE REFERRED TO:****(Owners' Allocation)**

**ALL THAT** both the owners shall be entitled to 40% of the total sanctioned area of Flat out of which one three bed rooms flat and two bed rooms flat on the first floor and one three bed rooms flat and one two bed rooms flat on the Second floor and one Servant room size 15' x 12' with attached bathroom with European WC, Ceramic tile dado on wall upto 6 ft. height to be provided in the Ground floor as sanctioned by KMC rules of the G+ four storied building and both the owners will get 40% area of the sanction car parking space at the ground floor together with undivided proportionate share of land, morefully mentioned in the Schedule 'A' above and user rights of all common areas and facilities of the said amalgamated Premises No.559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata - 700099, District 24 Parganas (South), and advance sum of Rs.2,50,000/- (Rupees Two Lac Fifty Thousand) only each out of which Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only will be paid within 15 days from this date as nonrefundable and balance Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only will be paid during construction as refundable by the owners to the Developers after handing the possession of the said building and on obtaining the owners allocation in due course of time. At the time of delivery of possession final measurement will be taken and after that if the area of flat are less than 40% of the total area, the Developer will pay the market value of the remaining area to the owners in equal shares.

**THE SCHEDULE "C" ABOVE REFERRED TO:****(Developers' Allocation)**

**ALL THAT** the One two bed room flat each on the 1<sup>st</sup> & 2<sup>nd</sup> floor / entire 3<sup>rd</sup> & 4<sup>th</sup> floor consisting each floor of 3 flats each 2 (two) 2 bedroom flat and one 3 bedroom flat and car parking space on the ground floor portion Part of 60% the said ground plus four storied building to be constructed on the Schedule "A" property together with undivided proportionate share of land and common areas and facilities of the said premises 559, Nayabad, Police Station - Purba Jadavpur, Ward No.109, Kolkata - 700099.

**THE SCHEDULE "D" ABOVE REFERRED TO:****SPECIFICATION ANNEXED HERETO****1. FOUNDATION :-**

The foundations shall be reinforced cement concrete as per computerized design.

**2. SUPER STRUCTURE :-**

The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs.



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3. **WALLS :-**  
Walls of the building shall be 200mm thick brick walls on the external face and 75 Mm thick brick partition walls with cement sand mortar.
4. **FINISHES :-**  
All internal surfaces to be plaster with cement sand mortar and finished with plaster of paris putting. All external walls to be plaster with waterproof cement sand mortar and painted with cement paint.
5. **FLOORING :-**  
Flooring inside flats shall be vitrified tiles, staircases, lobbies shall be Marble tiles. Toilet and kitchen shall have marble.
6. **DOORS :-**  
All door – frames shall be of seasoned and treated hardwood. Shutter will be made of hot pressed factory made solid core phenicol bounded flush doors. Doors shall be 32 mm thick with oxidized steel hinges and tower bolts. doors Stoppers, godrej mortise lock.
7. **WINDOWS :-**  
Windows with Aluminium integrated grill sliding.
8. **TOILET FITTINGS:-**  
Flooring shall be none slippery vitrified tiles. All toilets to have concealed plumbing for hot cold water to include one European W/C and one wash basin both in white and reputed make CP fitting Will include (3 concealed stopcock,1 bibcock,1 shower with arm all of Essco/Or equivalent make, Ceramic tile dado on walls unto 6ft.height to be provided.
9. **KITCHEN FITTING / FIXTURE :-**  
R.C.C. preparation platform with Granite marble finish with sink to be provided along with floor washing arrangement. One CP bibcocks to be fitted together with concealed plumbing, kitchen shall have ceramic tile dado of 2'above the counters, kitchen flooring shall be of marble.
10. **ELECTRICAL INSTALLATIONS :-**  
Concealed copper wiring using ISI marked wires unto points, switch boards, switches, distribution boards and MCB but excluding fans and light fittings.
11. **WATER ARRANGEMENTS :-**  
Underground reservoir for K.M.C. water, one centrifugal pump overhead water tank, land tube-well installation if permissible along with submersible pump, all interconnecting plumbing, valves and delivery pipe –lines to be installed.





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12. **LIFT :-**

Five passengers lift of L. T. Elevators.

13. **AMENITIES & FACILITIES :-**

(A) Generator if required at the extra cost of the unit Owners of sufficient load capacity for operating lift, water pump, lighting the common areas.

(B) **The full amount of security deposit and other costs payable to CESC Ltd., for giving direct electric meter in respect of the said Unit and proportionate share of the total amount of security deposit and other costs payable to CESC Ltd., for the electric meters transformer and electrical sub-station etc. if any for maintenance running and operating any common area or installation.**

(C) Cable connection in each flat.

(D) One Telephone point in each flat.

**IN WITNESSES WHEREOF** the parties hereto have subscribed their respective hands on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

In the presence of

1. *Pinaris Ray*  
F/16/13A Lake Gardens  
Kolkata - 700045

*Biswadeb Ray*  
Rajab Ray

**SIGNATURE OF THE OWNERS** \_\_\_\_\_

2 *Maheshwase Bhagat*,  
16/18/325 Lake Gardens,  
Kolkata-45,

**RAJ ABASAN PVT. LTD.**  
*Dinab*  
Director

**SIGNATURE OF THE DEVELOPERS** \_\_\_\_\_

Drafted by:  
*P. K. Chatterjee*  
Advocate  
Alipore Court  
Kolkata-700027

Printed by  
*Sushil Saha*  
Gariahat,  
Kolkata-700027.



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PHOTO	Thumb					
	left hand		1st finger	middle finger	ring finger	small finger
	right hand					

Name .....

Signature .....


*Biswadeb Roy*

	Thumb					
	left hand		1st finger	middle finger	ring finger	small finger
	right hand					

Name ..... *BISWADEB ROY*

Signature ..... *Biswadeb Roy*

*Ruby Roy*

	Thumb					
	left hand		1st finger	middle finger	ring finger	small finger
	right hand					

Name ..... *RUBY ROY*

Signature ..... *Ruby Roy*

*Vinay Puri*

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	right hand					

Name ..... *VINAY PURI*

Signature ..... *Vinay Puri*



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