

भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

BEFORE THE NOTARY PUBLIC AT BARUIPUR
KOLKATA-700144

A

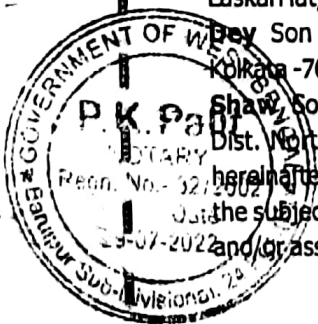
Kazi Hedayet Ali



AA
FOR GETHOME INFRASTRUCTURE PARTNER
80
Birendra Kumar Shaw
PARTNER



04 SEP 2020



THIS AGREEMENT made this 4th day of September Two Thousand and Twenty BETWEEN **KAZI HEDAYET ALI**, son of Late Kazi Amzed Hussain residing at Vill - Chakberia. P.O. - Kustlia, P.S. Sonarpur, Dist. South 24 Parganas, Pin - 743330 by faith Muslim by occupation Retired ars having **PAN-ACTPA2038D**, Addhar No.7506 7531 4423 hereinafter referred to as "the OWNERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and Include his heirs executors administrators legal representatives and/or assigns) of the **ONE PART AND GETHOME INFRASTRUCTURE**, (PAN-AAUFG6180B) a Partnership Company incorporated under the Partnership Act. 1932 having its Registered Office at 423 LaskarHat,3A, 3rd Floor, P.O& P.S. - Tiljala, Kolkata -700039 represented by its Directors **Sandip Dey** Son of Late Gour Chand Dey residing at 10 Kayasthapara 4th lane, P.O. Haltu, P.S. Garfa, Kolkata -700078, having **PAN-ACNPD4996M** Addhar No. 6320 0565 7417 and **Birendra Kumar Shaw** Son of Late Rajendra Shaw residing at R.N.Bose Garden Road, P.O. Hazinagar, P.S. Naihati, Dist. North 24 PGS(S) Pin-743135, having **PAN -BGZPS1196P**, Addhar No. 8774 1534 4234 hereinafter referred to as "the DEVELOPER" (which expression unless exclude by or repugnant to the subject or context shall be deemed to mean and include Its successors or successors-in-office and/or assigns) of the **OTHER PART**:

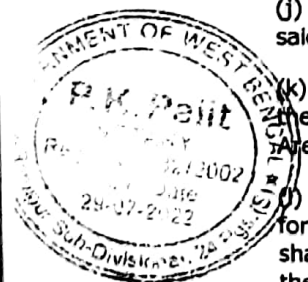


PART-1# DEFINITIONS:

1. In this agreement unless there be something contrary or repugnant to the subject or context:
- (a) **"said premises"** shall mean the piece or parcel of land containing an area of 10 Decimals situate lying at the being Mouza – Chakberla, J.L. 105, R.S. & L.R. Dag No. 338, L.R. Khatian No. 1213 Under P.S. & A.D.S.R – Sonarpur, South 24 Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written. which Power of Attoreny given by the Land owner by virtue of ADSR sonarpur, Being No 2610/20 D1. 19/08/20
- (b) **"New Building"** shall mean the building to be constructed by the Developer at the said premises and include any other structure to be erected by the Developer at the said premises.
- © **"Common Areas and Installations"** shall mean and include the areas, installations and Facilities in the Project for common use including those mentioned in **PART-1** of the **SECOND SCHEDULE** hereto and shall be subject to any variation to be made by the parties by mutual consent.
- (d) **"Project"** shall mean the said premises with the New Building thereon and include Units and other constructed areas, Parking Spaces (both open and covered), Roofs and terraces and the Common Areas and Installations forming part of the same.
- (e) **"Units"** shall mean residential constructed area in the New Building.
- (f) **"Owners's Areas"** shall mean the residue remaining after deducting the Adjustable Areas from 50%(Fifty percent) of the Project and the Transferable Areas therein to belong to the owner interms hereof and wherever the context so permits or intends include the owner's Land Share.
- (g) **"Developer's Areas"** shall mean 50%(Fifty percent) of the Project and the Transferable Areas therein to belong to the Developer in terms hereof and shall also include Adjustable Areas and wherever the context so permits or intends include the Developer's Land Share.
- (h) **"Adjustable Areas"** shall mean the Units and Parking Spaces agreed to be excluded from being part of the Owner's Areas and Included in the Developer's Areas in terms hereof including Clause 5.3 and shall include the proportionate undivided share in the land and Common Areas and Installations attributable thereto and other appurtenances thereof.
- (i) **"Appropriate Authority"** shall according to the context mean West Bengal Panchyat Act. or any other government body or authority or statutory body or authority having jurisdiction in respect of the relevant subject matter.
- (j) **"Owners's Land Share"** shall mean 50% undivided share in the land comprised in the said premises less; the proportionate undivided share forming part of the Adjustable Areas.
- (k) **"Developer's Land Share"** shall mean 50% undivided share in the land comprised in the said premises and shall include the proportionate undivided share forming part o the Adjustable Areas.
- for **"Building Plans"** shall mean the Building Plans to be sanctioned by the Appropriate Authority construction of the New Building at the said premises and wherever the context so intends shall include all modifications and/or alterations thereto that the Developer may cause to be made thereto with the prior written consent of the Owner.
- (m) **"Force Majeure"** shall mean delays or obstruction or interference whatsoever in completion of the Project at the said premises or in compliance of any obligation of the Developer hereunder or arising out herefrom due to Fire, Earthquake, storm, lightning, flood, riots, civil commotion and disturbances, Insurgency, enemy action or war or such other unforeseen Acts of God beyond the control of the Developer.



0:4 2020





- (n) **"Common Purposes"** shall mean and include the purpose of maintaining, administering, upkeep and security of the Project and in particular the Common Areas and Installations; rendition of common services in common to the owners and occupiers of the Project; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of occupiers of the Project; and dealing with all matters of common interest of the occupiers of the Project.
- (o) **"Parties"** shall mean both the Owner and the Developer hereto and **"party"** shall according to the context mean either the owner or the Developer hereto.
- (p) **"Occupants"** shall mean the persons in occupation of different rooms at the said premises as mentioned in the **FIFTH SCHEDULE** hereto.
- (q) **"Specifications"** shall mean the specifications of the New Building mentioned in **PART-II** of the **SECOND SCHEDULE** hereunder written.

II INTERPRETATIONS:

- (i) Reference to any Clause shall mean such Clause of this agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule.
- (ii) Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience purpose only.

PART - II # RECITALS

AND WHEREAS the Owner herein is seized and possessed of and well and sufficiently entitled to, as the sole and absolute owner, of the said premises.

AND WHEREAS the Owner being desirous of developing the said premises was in a look-out to appoint real estate promoters for the purpose. The owner has entered upon discussions and negotiations with the Developer herein and it has been agreed between them that that the Owner would appoint the Developer and grant exclusive rights to the Developer to develop the Project thereon at its own costs and expenses and to construct the New Building thereon and the parties shall be entitled to specific portions and shares therein and the Developer shall construct and deliver the Owner's Areas to the owner.

AND WHEREAS the parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said premises and the rights of the parties in respect of their respective allocations in the Project and their respective rights and obligations in respect of the same as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

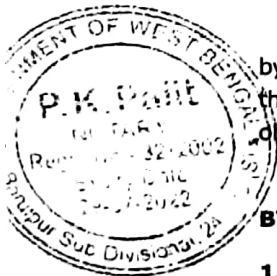
1. REPRESENTATIONS OF THE PARTIES:

1.1. The Owner has represented to and assured the Developer as follows:

- (a) The Owner is the sole and absolute owner of the said land and is seized and possessed of the same. The facts about the Owner deriving its title to the said premises are represented by the owner in the **FOURTH SCHEDULE** hereunder written and the same are all true and correct.



04 SEP 2020





(d) The Arbitrator will be at liberty to award compensation and the parties have agree not to challenge the authority of the Arbitrators in awarding such compensation.

20. JURISDICTION :

20.1 Only the Courts within South 24 Parganas having territorial jurisdiction over the said premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(SAID PREMISES)

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART-I

(COMMON AREAS & INSTALLATIONS)

1. Staircase, Its landings with stair cover.
 2. Entrance lobby on the ground floor.
 3. Path and passage at the ground level save those reserved or earmarked by the Developer for parking or other purposes.
 4. Water pump and motor and space therefor and water reservoir in the ground floor.
 5. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
 6. Electric meter space and wiring upto each Unit.
 7. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s).
 8. Drainage, sewers and pipes from the new building to the municipal drainage.
- Any other common parts, areas, equipment, Installations fixtures fittings and spaces in or about the New Building as may be specified by the Developer expressly to be a common area or installation.

PART-II

(SPECIFICATIONS) – not final

A) External & Common Areas:

- | | | |
|---------------|---|--|
| 1) Building | : | Reinforced Cement Concrete (RCC) framed structure having with columns, beams and slabs. The entire structure shall have proper waterproofing and damp proofing, where ever required. |
| 2) Foundation | : | As per Structural Drawing with Anti-termite treatment. |
| 3) Walls | : | 200 mm. thick (min) external brick walls and 125/75 mm thick (min.) internal/partition brick walls, with cement and sand mortar. |



04 SEP 2020



- 4) Entrance Lobby : Tiles
- 5) Lifts : ISI Mark
- 6) Water Tanks : RCC overhead & underground tanks.
- 7) Water Supply : Tube Well/KMC.

B. Internal Finishes of Apartments:

- 1) Flooring : Tiles or equivalent
- 2) Internal Finish : Plaster of Paris.
- 3) Doors : Flush Doors
- 4) Windows : Aluminium with glass
- 5) Toilets :
 - (a) Flooring : Tiles
 - (b) Dado : Tiles
 - (c) Sanitaryware : ISI Mark Fittings
- 6) Plumbing : Water Supply-concealed CPVC & UPVC pipes
- 7) Electrical :
 - (a) Concealed insulated Copper multi strandwires at one point with MCBs
 - (b) Service Provider Connection at extra cost including installation and cut of pocket.



04 SEP 2020



EXTRAS shall include:

- (a) Security deposit and all additional amounts or increases thereof payable to the electricity service provider for electricity connection at the Project and the owner's Areas.
- (b) Cost of formation of service maintenance company/society.

DEPOSITS (which shall be Interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes etc,
- (b) Any other deposits if so made applicable by the parties in the Project.

- - :19: - -



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals they.H.....day monthS.P.....and year 2020 first above written.

SIGNED SEALED AND DELIVERED by

The abovenamed **DEVELOPER** at Kolkata

In the presence of:

Witness :

Razi Hedayer Ali

SIGNATURE OF LANDOWNER

FOR GETHOME INFRASTRUCTURE

Landip
PARTNER

SIGNATURE OF DEVELOPER

FOR GETHOME INFRASTRUCTURE

Birendra Kr. Shaw
PARTNER

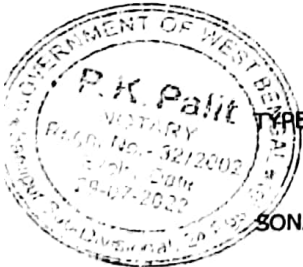
04 SEP 2020



DRAFTED BY ME:-

DRAFTED & IDENTIFIED BY
Razi Topu Sultan

Advocate
Alipore Judge court.



TYPED BY ME

SONARPUR REG: OFFICE

SIGNATURE ATTESTEL
ON IDENTIFICATION

Pradip Kumar Palit

Pradip Kumar Palit, NOTARY
Barulpur Civil & Criminal Court, Kol - 144
Regn. No. 32 of 2002 Govt of WB