

KNOW ALL MEN BY THESE PRESENTS 1, SUKUMAR CHANDRA GHOSH Advocate & Notary practising in the Alipore Police Court having my ordinary professional address at Village-Putkhali, P.O.- Daulatpur, P.S.- Maheshtala, District South 24 Parganas within Sub Division- Alipore Sadar, Dist- South 24 Parganas of the state of West Bengal within union of India do hereby declare that the paper writings & documents annexed hereto and collectively marked with the latter 'A' hereinafter called the 'Paper Writings 'A' as presented before me by the Executant(s).

"Memorandum of Agreement"

Mrs. Krishna Saha, W/o. Sri
Malay Saha, Residing at village
Nabagram, Garia, P.O. Panchkola,
P.S. Sonarpur. Dist. No. 700152.
Att'd.

M/s. Nabari Construction Proprietor
Sri Bepin Chandra Biswas, S/o
Late, Shirendra Nath Biswas,
Office at Titli, Ground Floor, 57
Garia Station Road, Balia, P.S. Sonarpur.

hereinafter referred to as executant (s) on this
the

09th day of February
Two Thousand Eleven.

The executant / executant(s) having admitted the "Paper Writings" "A" in
respective hand (s) in the presence of the witness (es) who as such
subscribe(s) signature(s) thereon and being satisfied as to the identity of the
executants(s) and the said execution of the "Paper Writings A"

I Verify, Authenticate And Attest The Execution Of The "Paper Writings A" In
the Respective Hand(s) Of The Executant(s)

AN ACT WHERE OF bein Required Of A Notary. I Have Granted THESE
PRESENTS As My NOTARIAL CERTIFICATE To Serve And Avail Of As
Needs Or Occasions Shall Or May Arise For The Same.



IN FAITH AND TESTIMONY WHEREOF I,
said Notary, have hereunto set and subscribed
my hand and affixed my Notarial Seal of Office
on this 09th day of Feb' 2011.

Sukumar Chandra Ghosh
Sukumar Chandra Ghosh

Notary

Govt. Of India, Regn. No.-925/97

Mobile : 94332 37084





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



42AA 433020

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this the 9th day of February, 2011 **BETWEEN MRS. KRISHNA SAHA** wife of Sri Malay Saha By Occupation-Business, residing at Village- Nabagram, Garia, P.O.Panchpota, P.S.Sonarpur, Kolkata-7000152, hereinafter called and referred to as the **OWNER** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, successors, administrators, legal representatives and / or assigns) of the **FIRST PART**.

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Krishna Saha.



09 FEB 2011

[Handwritten signature]
E. MITCHELL
Member S. O. District Board



A N D



M/S. KABERI CONSTRUCTION represented by its sole proprietor SEKHAR CHANDRA BISWAS son of late Dharendra Nath Biswas having its office at 'Titli', Ground floor, 57, Garia Station Road, Balia, P.O. Garia, P.S. – Sonarpur, Kolkata – 700 084, District 24 Parganas (S) hereinafter called and referred to as the DEVELOPER (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in office, administrators, legal representatives and/or assigns) of the SECOND PART.

WHEREAS All That undivided un- demarcated piece and parcel of Danga land now Bastu measuring **1.8 Decimals** be the same a little more or less lying and situate at Mouza – Balia, J.L. No. 46, R.S. No. 30, Touzi No. 274, comprised in R.S. Khatian No. 76, in Dag No. 44, in L.R.Khatian No.302, L.R.Dag No.10, out of total area of **21 decimals** of land as per R.O.R. together with one storied dilapidated building standing thereon with existing tenants under P.S. and S.R. office at Sonarpur at present with in the local limits of Rajpur Sonarpur Municipality, Ward No. 1(22), in the District 24 Parganas (South

AND WHEREAS one Dhananjay Mondal alias Dhananjay Roy Mondal son of Late Harmohan Mondal was the rightful recorded owner in respect of the aforesaid land along with other landed properties measuring more or less 63 decimals at Mouza – Balia and his name has been finally published in the Revisional Settlement Record of Rights under R. S. Khatian No. 76, in R. S. Dag No. 44, 47, 46, 48, 49, 50 and while was peacefully possessing and enjoying the same said Dhananjay Mondal alias Dhananjay Roy Mondal by a

Bengali Recited

Sekhara Chandra Biswas



Krishna Saha

Saf Kobala (Deed of Sale) dated 03.03.1965 sold conveyed and transferred his aforesaid entire recorded property at Mouza - Balia, in R. S. Khatian No. 76, in favour of (1) Sri Ramani Mohan Dasgupta son of Late Sarada Prasad Dasgupta, (2) Sri Ardhendu Bhusan Sengupta son of Late Nalini Kanta Sengupta, (3) Sri Jayanta Dasgupta son of Ramani Mohan Dasgupta, (4) Sri Barhalal Agarwala son of Babulal Agarwal, (5) Sri Kamala Pati Mukherjee son of Late Pramatha Nath Mukherjee, (6) Smt. Santana Dasgupta wife of Ramani Mohan Dasgupta, (7) Smt. Usha Rani Dasgupta wife of Late Jadunath Dasgupta and the said indenture was duly registered at the office of the District Registrar at Alipore and recorded in its Book No. 1, Volume No. 16, Pages 221 to 231, Being No. 816 for the year 1965.

AND WHEREAS by a Bengali Recited Saf Kobala (Deed of Sale) executed on 18.04.1970 said Barahalal Agarwala, Kamalapati Mukherjee, Usha Rani Dasgupta and Ardhendu Bhusan Sengupta jointly sold, conveyed and transferred their undivided 4/7th share unto and in favour of Achintya Kumar Dasgupta and Sushanta Dasgupta both son of Late Ramani Mohan Dasgupta and the said Deed of Sale was duly registered at the office of the A.D.S.R. Sonarpur and recorded in its Book No. 1, Volume No. 20, Pages 75 to 78, Being No. 1226 for the year 1970.



AND WHEREAS in the manner aforesaid, said Ramani Mohan Dasgupta, Jayanta Dasgupta, Santana Dasgupta, Achintya Kumar Dasgupta and Sushanta Dasgupta became the rightful joint owner/Owner in respect of ALL THAT piece and parcel of Sali, Danga, Pukur, Bagan and Bastu land measuring more or less 63 decimals comprised in R.S. Khatian No. 76, in

09 FEB 2011

Krishna Saha



area of land recorded 8 decimals danga, R. S. Dag No. 46, area of land recorded 14 decimals pukur, R. S. Dag No. 48, area of land 4 decimals Bagan, R. S. Dag No. 49, area of land recorded 7 decimals danga, R. S. Dag No. 50, area of land recorded 9 decimals doba.

AND WHEREAS while were said, Ramani Mohan Dasgupta and others jointly possessing the property by constructing a one storeyed building thereon and enjoying the same by inducting tenants on the said property by paying rates and taxes, said Ramani Mohan Dasgupta died intestate on 10.06.1968 leaving behind him surviving his wife Smt. Santana Dasgupta, his three sons Sushanta Dasgupta, Achintya Kumar Dasgupta, Jayanta Dasgupta and daughter Smt. Krishna Roy (Dasgupta) who by virtue of inheritance became the rightful absolute owner in respect of the aforesaid $1/7^{\text{th}}$ undivided share in the joint property as left by said Ramani Mohan Dasgupta since deceased having unequal share in the aforesaid joint property i.e. said Santana Dasgupta has $1/7^{\text{th}} + 1/35^{\text{th}} = 6/35^{\text{th}}$ undivided share, said Jayanta Dasgupta has $1/7^{\text{th}} + 1/35^{\text{th}} = 6/35^{\text{th}}$ undivided share, said Achintya Kumar Dasgupta has $2/7^{\text{th}} + 1/35^{\text{th}} = 11/35^{\text{th}}$ undivided share, said Sushanta Dasgupta has $2/7^{\text{th}} + 1/35^{\text{th}} = 11/35^{\text{th}}$ undivided share and said Krishna Roy (Dasgupta) has $1/35^{\text{th}}$ undivided share in the aforesaid joint property.

Krishna Saha

AND WHEREAS for the purpose of Eastern Metropolitan By-Pass the State of W.B. has acquired entire land at Mouza Balia under R. S. Dag No. 46, 47, 48 & 49 being 14 decimals of tank, 8 decimals of danga land and 4 decimals of Bagan and 7 decimals of danga in total being 33 decimals vide LA Case

No. LAII/60 of 1975-

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76 and previously State of W.B. acquired 9 decimals land of R. S. Dag No. 50 for which compensation has already been paid. Thus said Sushanta Dasgupta along with other co-sharer jointly have 21 decimals of land in R.S. Dag No. 44 and Sushanta Dasgupta along with other co-shares are the joint owner of 21 decimals of land and have been possessing and enjoying the same peaceably and uninterruptedly.

AND WHEREAS said Jayanta Dasgupta (therein referred to as the Vendor of the one part) most illegally by an Indenture (Bengali recited saf bikray Kobala) dated 7th October 1997, registered at the office of the A.D.S.R. Sonarpur and recorded in its Book No.1, Volume No.122, Pages 242 to 250, Being No.7443, for the year 1999, wrongly sold much bigger area measuring more or less 11-1/2 decimals of land though his undivided share being 6/35th out of 21 decimals of land on the said R.S.Dag No. 44, comes to more or less 3.6 decimals of land in favour of Amal Das (therein referred to as the Purchaser of the other part) and due to such illegal transactions by said Jayanta Dasgupta the previous owner have filed a Title Suit being T.S.No. 82 of 2008, against said Jayanta Dasgupta and Amal Kumar Das and the said title suit is pending before the I.d. Civil Judge (Sr. Division) at Baruipur.

AND WHEREAS said Amal Kumar Das admitted that by virtue of the said Deed of Conveyance he only became the owner of undivided portion of land measuring more or less 3.6 decimals together with undivided 200 sq. ft. covered area in one storied dilapidated building having more or less 1200 sq. ft covered area standing thereon at Mouza-Balia, in R.S.Khatian No.76, R.S. Dag No.44, P.S. Sonarpur, and said Amal Kumar Das by two Indenture dated 04.02.2011. sold, conveyed and transferred All That piece and parcel of undivided portion of land measuring more or less 3.6 decimals together with undivided 200 sq. ft. covered area in one storied dilapidated building having more or less 1200 sq. ft covered area standing thereon at Mouza-Balia, in R.S.Khatian No.76, R.S. Dag No.44, P.S. Sonarpur, in favour of Mrs. Krishna Saha and Sri Sekhar Chandra Biswas and the said Indenture was duly registered at the office of the D.S.R.IV, Alipore and recorded in its Book No.1, Being No.815 and 816 respectively for the year 2011.

Krishna Saha.

AND WHEREAS in the manner aforesaid party of the First part became the owner of the aforesaid undivided land measuring more or less 1.8 Decimals of land

Sekhar Chandra Biswas





AND WHEREAS the First Party has decided to construct a new commercial cum residential building at the said premises but due to lack of finance, manpower and technical knowledge they were in search for suitable solvent Developer to implement the aforesaid intention and coming to know such intention of the owner **M/S KABERI CONSTRUCTION** approached the owner to develop the said land by constructing multi storied building thereon and the parties hereto after several discussion has agreed to enter into this agreement to avoid any future litigation, misunderstanding and dispute in between them and also amongst their legal heirs and successors in future.

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

1.0 **ARTICLE - I - DEFINITIONS**

1.1 Owner and Developer shall include their respective transferees/nominees.

1.2 Premises shall mean All That undivided un- demarcated piece and parcel of Danga land now Basu measuring **1.8 Decimals** be the same a little more or less lying and situate at Mouza - Balia, J.L. No. 46, R.S. No. 30, Touzi No. 274, comprised in R.S. Khatian No. 76, in Dag No. 44, in L.R.Khatian No.302, L.R.Dag No.10, out of total area of **21 decimals** of land as per R.O.R. together with one storied dilapidated building standing thereon with existing tenants under P.S. and S.R. office at Sonarpur at present with in the local limits of Rajpur Sonarpur Municipality, Ward No. 1(22), in the District 24 Parganas (South)

Krishna Saha.

1.3 Owner shall mean and include **MRS. KRISHNA SAHA** and her heirs, successors, representatives and assigns.

1.4 Developer shall mean and include **M/S. KABERI CONSTRUCTION** represented by its sole proprietor **SRI SEKHAR CHANDRA BISWAS** son of late Dharendra Nath Biswas having its office at 'Titli', Ground floor, 57, Garia Station Road, Balia, P.O. Garia, P.S. - Sonarpur, Kolkata - 700 084, District 24 Parganas (S) hereinafter called and referred to as the **DEVELOPER**, and its, successors-in-office, representatives, administrators and assigns.

1.5 New Building shall mean and include commercial and/or residential building or buildings to be constructed on the said premises in accordance with the Plan sanctioned by the Appropriate Authority and with necessary additional structures like pump houses, generator room etc. and shall include the car parking and other open spaces intended for the enjoyment by the occupants of the buildings.

Sri Chandra Biswas



1.6 Common facilities and amenities shall include corridors, Drainage and sewerage line and connection all plumbing installations, lift, meter, pump, Care Taker Room, Stairways, Passage-ways etc. and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the buildings and/or the common facilities or any of them thereon as the case may be. The roof and the terraces of the buildings shall be exclusively enjoyed jointly and undividedly by the Owner and the Developer proportionately and their respective heirs and all such common areas to be included as saleable area in respect of flats, shops/commercial spaces and car parking spaces in the proposed new building at the said premises..

1.7 Owner' Allocation shall mean **50%** out of the total Super Built Up area consisting of flats, Shops/commercial spaces, car parking spaces including common areas to be constructed completed and delivered to the Owner will be treated as Owner' Allocation together with undivided proportionate share of land retained by the owner at the said premises, beside that the Developer shall pay to the first party a total sum of **Rs.80,00,000/- (Rupees Eighty Lac) only** as and by way of refundable security deposit to be adjusted with the owner's allocation in the following manner:

1. **2000 sq. ft.** from flat area.
2. **400 sq. ft.** from commercial area.

1.8 Developer's Allocation shall mean **50%** of the remaining super built up areas consisting of flats, Shops/commercial spaces, car parking spaces including undivided interest in the common service area after allocation to the Owner in the new building together with undivided proportionate share of land at the said premises.

1.9 Architect shall mean any qualified person who will act as an Architect of the said building for designing and planning of the new building at the said premises.

1.10 Building Plan would mean such plan or plans for the construction of the new building or buildings duly sanctioned by the appropriate authority and shall include any amendments thereto and/or modifications thereof duly sanctioned by the appropriate authority.

Krishna Saha.



Sudhansu Kumar



...with the grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storied buildings to purchasers thereof and will include the meaning of the said terms and defined in Income Tax Act, 1961.

- 1.12 Words importing singular shall include plural and vice versa
- 1.13 Transferee shall mean a person or persons, firm or association of persons to whom any space in the building or buildings will be transferred.
- 1.14 Words importing masculine Gender shall include feminine and neuter genders, likewise words importing feminine genders shall include masculine and neuter genders.

2.0 **ARTICLE II – TITLE AND INDEMNITIES**

- 2.1 The Owner hereby declare that the Owner have marketable title to the said premises and the owner have good right and title to enter into this agreement with the Developer and the Owner hereby declare that the said premises is free from all liens, charges, mortgage or encumbrances whatsoever.
- 2.2 The Owner are in physical possession of the premises free from all and any manner of lispensens, charges, liens, attachments, claims, encumbrances or mortgages whatsoever.
- 2.3 The Owner hereby also undertake that the Developer shall be entitled to construct and complete the building on the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner as long as the Developer fulfills his part of these presents and the Owner undertakes to indemnify and keep the Developer indemnified against all loss and damages and costs, charges and expenses incurred as a result of any breach of this understanding.

Krishna Saha.



The Developer undertakes to construct the buildings in accordance with the Sanctioned Plan and undertakes to pay any or all damages...

2.5 The Developer shall act as an independent contractor in constructing the building and undertakes to keep the Owner indemnified from and against all Third Party claims or compensation and actions arising out of any act or omission of the Developer or any accident in or relative to the construction of the building.

3.0 ARTICLE - III - EXPLOITATION RIGHTS

3.1 Immediately after the execution of this Agreement, the Developer shall be entitled to deal with the said land on the terms and conditions herein contained and also in accordance with the Powers and Authorities conferred on the Developer by the Owner. In accordance with the General Power of Attorney for the purpose of development and construction of the Buildings contemplated in these presents with Powers to enter into Agreement for Sale, lease or let out the various portions of the Developer's Allocation with any intending Purchaser / Purchasers and to receive earnest money and or any part payment and entire sale proceeds in respect of thereof.

3.2 Demolition of existing structures of the said premises shall be the responsibility of the Developer who shall be entitled to the salvage materials arising there from. The cost, charges and expenses for such demolition and removal of debris and site clearance will be paid, met and borne by the Developer and such demolition work shall be done immediately after vacating the tenant from the said premises by the Owners at their expenses.

Krishna Saha.

4.0 ARTICLE - IV - BUILDING

The Developer shall have exclusive right at its own costs to construct the buildings in the said premises in accordance with the Sanctioned Plan without any hindrance or obstruction from the Owner or any person claiming through them as long as the Developer fulfills the terms and conditions of these presents. The type of construction will be as mentioned in the schedule II appearing herein after and the Developer shall ensure that the buildings conform to Class - I





4.2 The Developer shall install and provide in the buildings at its own costs, underground and Overhead water reservoir, lift and other facilities and amenities as are normally contained in multi - storied buildings in the area, to make the same totally and absolutely habitable.

Sankar Prasad
4.3 The Developer hereby undertakes to construct the building diligently and expeditiously and handover the Owner' Allocation to the Owner within **30 months** from the date of sanction of the building Plan and or obtaining vacant physical possession of the land whichever is later, immediately after sanction of the building plan from the municipal authority the parties hereto shall demarcate their respective allocation but in doing so the parties will take into consideration the location, advantage, so that the demarcation will be made in equitable manner proportionately from all floors but in doing so if there is any short fall then recipient of the additional area shall pay the prevailing market price to the other.

Krishna Saha

5.0 ARTICLE - V - CONSIDERATION & SPACE ALLOCATIONS

5.1 In consideration of the Owner having agreed to grant an exclusive right to the Developer to commercially exploit the said premises by construction of the new building thereon the owner shall be entitled to Owner' Allocation shall mean **50%** out of the total Super Built Up area consisting of flats, Shops/commercial spaces, car parking spaces including common areas to be constructed completed and delivered to the Owner will be treated as Owner' Allocation The remaining **50%** out of the total Super Built Up area consisting of flats, Shops/commercial spaces, car parking spaces including common areas in the proposed new building together with undivided proportionate share of land shall be treated as absolute allocation of the Developer. The Owner Allocation has been more clearly laid down in the SCHEDULE III hereunder, AND THE Developer's Allocation has been more clearly laid down in the SCHEDULE IV



Sankar Prasad

- 5.2 The land owner and the Developer and their heirs, successors- in - office shall use the roof undividedly , commonly and proportionately and if in near future for any change of any rule civic authority give permission for any further construction in that case the Owner and the Developer shall be entitled to enjoy such benefit in same proportion.
- 5.3 The Owner shall be entitled to transfer or dispose of the Owner' Allocation in the building without in any disturbance from the developer with the exclusive right to enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner' Allocation, however the Developer shall first over the possession of the Owner' allocation to the owner.
- 5.4 The entire building shall be of uniform construction with the standard materials as per specification in schedule II appearing herein after and if at any time the Owner shall require the Developer to provide any other kind of materials or additional facilities in the Owner' allocation, all extra costs, charges and expenses incurred by the Developer therefore, shall be borne and paid by the Owner.
- 5.5 The Developer shall use standard quality of materials for the construction of the entire building.
- 5.6 The Developer shall be exclusively entitled to the Developer's Allocation in the said buildings without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreements for and transfer the same without any right, claim, demand, interest whatsoever however of the Owner and the Owner or any person or persons lawfully claiming through them shall not disturb the quiet and peaceful possession and enjoyment of the Developer's Allocation.

Krishna Saha



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ARTICLE VI – COMMON FACILITIES

- 6.1 All rates and taxes and outgoings if any in respect of the said premises shall be borne and paid in the manner following

- a) By the Owner up to the execution of this agreement
- b) During the execution of this project the entire tax shall be paid by the Developer.
- c) After the completion/handover owner' allocation 50% by the owner and or the purchaser of the owner' allocation and 50% by the developer and or by the purchaser of the developer's allocation.

6.2 As soon as the Owner' allocation in the new building is complete in habitable condition the Developer shall give written notice to the Owner to take possession of the Owner' Allocation in the said building and from the date of service of such notice and at all times thereafter, the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other statutory outgoings and imposition whatsoever (hereinafter for the sake of brevity collectively referred to as "the said Rates") payable in respect of the said Owner' allocation. Similarly as and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation. The said rates are to be apportioned pro rata with reference to the saleable space in the building if they are levied on the building as a whole. The certificate of the Architect in respect of the said building as to its completion and measurement in terms hereof and the quality of the materials used therein shall be final and binding on the parties.

Krishna Saha.

6.3 As and from the date of service of the notice of possession the Owner and the Developer shall also be responsible to pay and bear and shall pay the proportionate share in terms and on the same basis hereinabove the service charges for the common facilities in the building payable with respect to their respective allocations, the said charges to include premium for the insurance of the buildings, water, fire and scavenging charges and taxes, light, sanitation maintenance operation and repair and removal charges for bill collection and management of the common facilities, renovation, replacement, repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, transformers, generators, pumps, motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, lifts, passage ways, passages and other common facilities



09 FEB 2011



7.0

ARTICLE VII - MISCELLANEOUS

7.1 The Owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a Partnership between the Developer and the Owner or as a Joint Venture between them nor shall the Developer and the Owner in any manner constitute an Association of Persons. The parties hereto entered into this agreement for their separate mutual benefits and interest.

7.2 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required legally to be signed or made by the Owner relating to which no specific provisions has been made herein. The Owner hereby authorize the Developer to do all such acts, being required by the Developer in this behalf to execute any such additional power or powers of Attorney and/or their authorization or authorizations as may be legally required by the Developer for the purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the purpose which will be expressly stated herein, shall not in any way prejudice the interests of the owner detailed hereinbefore.

Krishna Saha



19 FEB 2011

The Developer shall in consultation with the owner be entitled to frame a scheme for the management and administration of the said buildings and/or common parts thereof. The developer shall issue written notice to the owner inviting the owner to take possession and upon expiry of seven days from the date of receiving the notice thereof if the owner willfully fails or neglects to take possession of their allocation in the new building it will be treated and or deemed that possession of the owner' allocation has been duly handed over to the owner.

S. Chandan



7.4 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand against receipt thereof or sent by prepaid registered post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the Developer, at the address given hereinabove.

7.5 Be it mentioned here that during the construction of the building and till the Developer's share of allocation is fully disposed of, the Developer shall always remain as the owner of the entire structural area in the proposed new building as would be constructed by the Developer by its own costs and expenses and after handing over vacant possession of the Owner's Allocation, the Ownership of the Owner will automatically, changed to the extent that the Owner will be the owner of structural area of their allocation together with undivided proportionate share of land attributable to the said structural area and in consideration of which the owner or their duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land attributable to the structural area of the Developer's allocation either to the Developer or to its nominee or nominees being the intending purchaser or purchasers of flats/spaces without taking any other or further consideration save and except the Owner's allocation either from the Developer or from its nominee or nominees.

Krishna Saha.

8.0

ARTICLE VIII - MUTUAL OBLIGATIONS.

8.1

The Developer undertakes that it will complete the building within the time stipulated hereinabove except the circumstances beyond its control.

8.2

The Owner covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and/or default on the part of the Owner, then in that event, the Developer shall be entitled to compensation for all expenses incurred by it which would be approved by the court to be appointed therefore by the



09 FEB 2011



8.3 The Owner undertakes not to transfer, mortgage, charge or lease in any way or encumber the said land or property which is the subject matter of this Agreement in any manner whatsoever during the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and or create charge in respect of Developer's share of allocation before any nationalized bank or private bank but in such cases the owner shall not be financially liable or responsible and if required the owner shall sign in necessary papers and document to that effect.

8.4 In case of breach of any of the provisions herein, the party in breach shall be liable to pay such damages as determined by the Tribunal mentioned in Clause 8.5, but no party shall be entitled to terminate this Agreement without the consent of the other party in writing.

8.5 All disputes between the Parties relating to this Agreement or its interpretation shall be referred to the Arbitration of such a person as mutually agreed (the "Tribunal"). In case no agreement can be reached in selecting the person, the Tribunal shall consist of three arbitrators one each to be appointed by the parties and the third to be appointed by the two arbitrators so appointed.

8.6 The Tribunal shall proceed summarily and not give any reason for its Award and may give interim Awards and/or direction. The Tribunal may avoid such rules, procedures and/or evidences which can be lawfully avoided by the mutual consent of or directions of the Parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and its proceedings will be held in Kolkata unless otherwise agreed. The award of the Tribunal shall be final and binding upon the Parties.

8.7 The Owner has this day handed over all original documents related to the properties to the Developer against proper receipt's and all such original papers will be handed over by the Developer to the Secretary/President of association to be formed who will take the management and maintenance of the building.

Krishna Saha



18 FEB 2011



9.0. ARTICLE IX – TIME FOR COMPLETION

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9.1 Under all circumstances and notwithstanding anything mentioned before or after, the Developer has assured to complete construction of the proposed building **within 30 months** as stated herein above, subject however to standard international force Majeure conditions in which case the developer shall not be held liable for any delay in completion.

10.0 ARTICLE X – FORCE MAJEURE

Krishna Saha

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

10.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest civil connection, strike and/or any other act or commission beyond the reasonable control of the parties.

SCHEDULE – I

All That undivided un- demarcated piece and parcel of Danga land now Basu measuring **1.8 Decimals** be the same a little more or less lying and situate at Mouza – Balia, J.I.. No. 46, R.S. No. 30, Touzi No. 274, comprised in R.S. Khatian No. 76, in Dag No. 44, in L.R.Khatian No.302, L.R.Dag No.10, out of total area of **21 decimals** of land as per R.O.R. together with one storied dilapidated building standing thereon with existing tenants under P.S. and S.R. office at Sonarpur at present with in the local limits of Rajpur Sonarpur Municipality, Ward No. 1(22), in the District 24 Parganas (South)



09 FEB 2011

San chad Anon

SCHEDULE - II



Details of fixtures, fittings, standard materials etc. to be provided in the Owner' Allocation :-

1. Entire flooring of the flat will be Marble.
2. Toilet Wall - Tiles upto 5 ft. will be provided.
3. In the Kitchen one cooking platform of Granite wall dado of glazed tiles up to 24" height over the platform and one steel sink will be provided and one Tap for sink purpose.
4. Doors : Wooden Frame with flush doors commercial ply.
5. Windows : Anodize Aluminum window fixing with glass covered with grill
6. Interior walls will be finished with Plaster of Parish.
7. In the toilet, one western of Indian commode with cistern shall be provided. In addition to this one wash basin with 2 Tap connections shall be provided. In the W.C. one Western Commode and One (1) Tap connection shall be provided.

Krishna Saha.

8. Concealed wiring with points as under :-

- | | | | |
|----|--------------------|---|--|
| a) | Bed Room | : | 2 Light points, 1 Fan point, 1 plug point (5 Amp.) |
| b) | Toilet | : | 1 Light Point, 1 Plug Point (15 Amp.) 1 Exhaust point. |
| c) | Kitchen | : | 1 Light point, 2 Plug points, (one 5 Amp. + One 15 Amp.) |
| d) | Drawing and Dining | : | 2 Light Points, 2 Fan Points, 2 Plug |



09 FEB 2017



- e) Balcony : 1 Light Point.
- f) Calling Bell connection in each flat above/beside the Door Frame
- g) Special fittings as per Owner's choice will be provided at extra cost

SCHEDULE - III
(Owner's Allocation)

Owner's Allocation shall mean 50% out of the total Super Built Up area consisting of flats, Shops/ commercial spaces, car parking spaces including common areas to be constructed completed and delivered to the Owner will be treated as Owner's Allocation together with undivided proportionate share of land retained by the Owner at the said premises, beside that the Developer shall pay to the first party a total sum of **Rs.80,00,000/- (Rupees Eighty Lac)** only as and by way of refundable security deposit to be adjusted with the owner's allocation as mentioned in c).1.7 of this agreement.

SCHEDULE - IV
(Developer's Allocation)

Developer's Allocation shall mean 50% of the remaining super built up areas consisting of flats, Shops/ commercial spaces, car parking spaces including common areas after allocation to the Owner in the new building together with undivided proportionate share of land at the said premises.



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal the day, month and year first above written.
SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:
WITNESSES:

1. *Uday Saha*
Ripure Court, Kol-27.

2. *Aloka Biswas.*
Admochi
Alipore court
Kol-27.

Krishna Saha.

SIGNATURE OF THE OWNER

FOR KASBI CONSTRUCTION
Sudha Chand Arora.

**Paper writings 'A'
&
the Reletive Notarial
Certificate**

09 FEB 2011



Sukumar Ch. Ghosh. Advocate

**&
Notary Public**

Alipore Police Court, Kolkata-700 027

: RESIDENCE & CHAMBER :
Village- PUTKHALI, P.O.-DAULATPUR
P.O.- MAHESHTALA, 24 PARGANAS (SOUTH)
9433237084 (M)