भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL P 064730

06 JUN 2013

THIS AGREEMENT made this 6th day of June, Two Thousand and Thirteen **BETWEEN RAFIKUL ALAM SARKAR**, son of Late Abdul Hakim Sarkar, resident of Village Jagannathpur, P.O. : R.K. Pally , P.S. : Sonarpur, District South 24 Parganas, **ABDUR RAUF SARDAR alias ABDUR RAUF SARKAR**, son of Late Abdul Hakim Sarkar, resident of Village Jagannathpur, P.O. : R.K. Pally , P.S. : Sonarpur, District South 24 Parganas, **JAHANARA BIBI**, wife of Yunus Ali Molla and daughter of Late Abdul Hakim Sarkar resident of Village Poleghat, P.O. Jagaddal, P.S. – Sonarpur, District South 24 Parganas and **HOSNE ARA BIBI alias HOSENARA BIBI**, wife of Robiyel Haq Mondal and daughter of Late Abdul Hakim, resident of B-6 Brahmapur Place, P.O. Brahmapur Badamtala, Kolkata-700096, hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART AND DEVALOKE DEVELOPERS LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at No. 47 Garia Main Road, Mahamayatala, Kolkata 700084, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless otherwise

2038 তাং 29/05/13

1961 /

নাম Rudra Deb Choudhury

ঠিকানা 34 Ballygunge Circular Road. Kol-19

তাপস হালদার
নোটারি পাবলিক, সাউথ ২৪ পরগনা

নোটারি রেজিঃ নং

C- 1264/13

Subaha Haldar

1994
8/6/13

For DEVALOKE DEVELOPERS LTD.

Subaha Haldar

Director

06 JUN 2013

Md. Rabiul Mondal
S/o. Md Fakir Md. Mondal
B-6 Boolanpur Place
Kol-96
Business.

Government Of West Bengal

Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05220 of 2013

(Serial No. 04899 of 2013 and Query No. 1604L000010584 of 2013)

On 06/06/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,19

Presented for registration at 20.30 hrs on :06/06/2013, at the Private residence by Sukanta I ,Claimant.

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

Execution is admitted on 06/06/2013 by

1. Rafikul Alam Sarkar, son of Lt. Abdul Hakim Sarkar , Jagannathpur, Thana:-Sonarpur, District:-24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : ----
2. Abdur Rauf Sardar Alias Abdur Rouf Sarkar, son of Lt. Abdul Hakim Sarkar , Jaganna Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslir Profession : ----
3. Jahanara Bibi, wife of Yunus Ali Molla , Poleghat, Thana:-Sonarpur, District:-South 24-Par WEST BENGAL, India, , By Caste Muslim, By Profession : ----
4. Hosneara Bibi Alias Hosenara Bibi, wife of Rabiyel Haq Mondal , B-6 Brahmapur Bada District:-South 24-Parganas, WEST BENGAL, India, Pin :-700096, By Caste Muslim, By Profe ----
5. Sukanta Kundu
   Developer, Devaloke Developers Ltd, 47 Garia Main Rd Mahamayatala, District:-South 24-Par WEST BENGAL, India, Pin :-700084.
   , By Profession : ----

Identified By Md Rabiel Mondal, son of Lt. Fakir Md Mondal, B-6 Brohmapur Place, District: 24-Parganas, WEST BENGAL, India, Pin :-700096, By Caste: Muslim, By Profession: Business.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 07/06/2013

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 assessed at Rs.-1,05,86,068/-

Certified that the required stamp duty of this document is Rs.- 20011 /- and the Stamp duty p Impresive Rs.- 100/-

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 11/06/2013

Deficit stamp duty

(Ashoke Kumar Bi
DISTRICT SUB-REGISTR

Government Of West Bengal

Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05220 of 2013

(Serial No. 04899 of 2013 and Query No. 1604L000010584 of 2013)

Deficit stamp duty Rs. 10000/- is paid , by the draft number 009911, Draft Date 05/06/2013, State Bank of India, FARTABAD, received on 11/06/2013

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 20/06/2013

Payment of Fees:

Amount By Cash

Rs. 13235.00/-, on 20/06/2013

(Under Article : B = 13189/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 20/06/2013)

Deficit stamp duty

Deficit stamp duty Rs. 10000/- is paid , by the draft number 176450, Draft Date 18/06/2013, State Bank of India, ALIPORE COURT TREASRY BR, received on 20/06/2013

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 24/06/2013

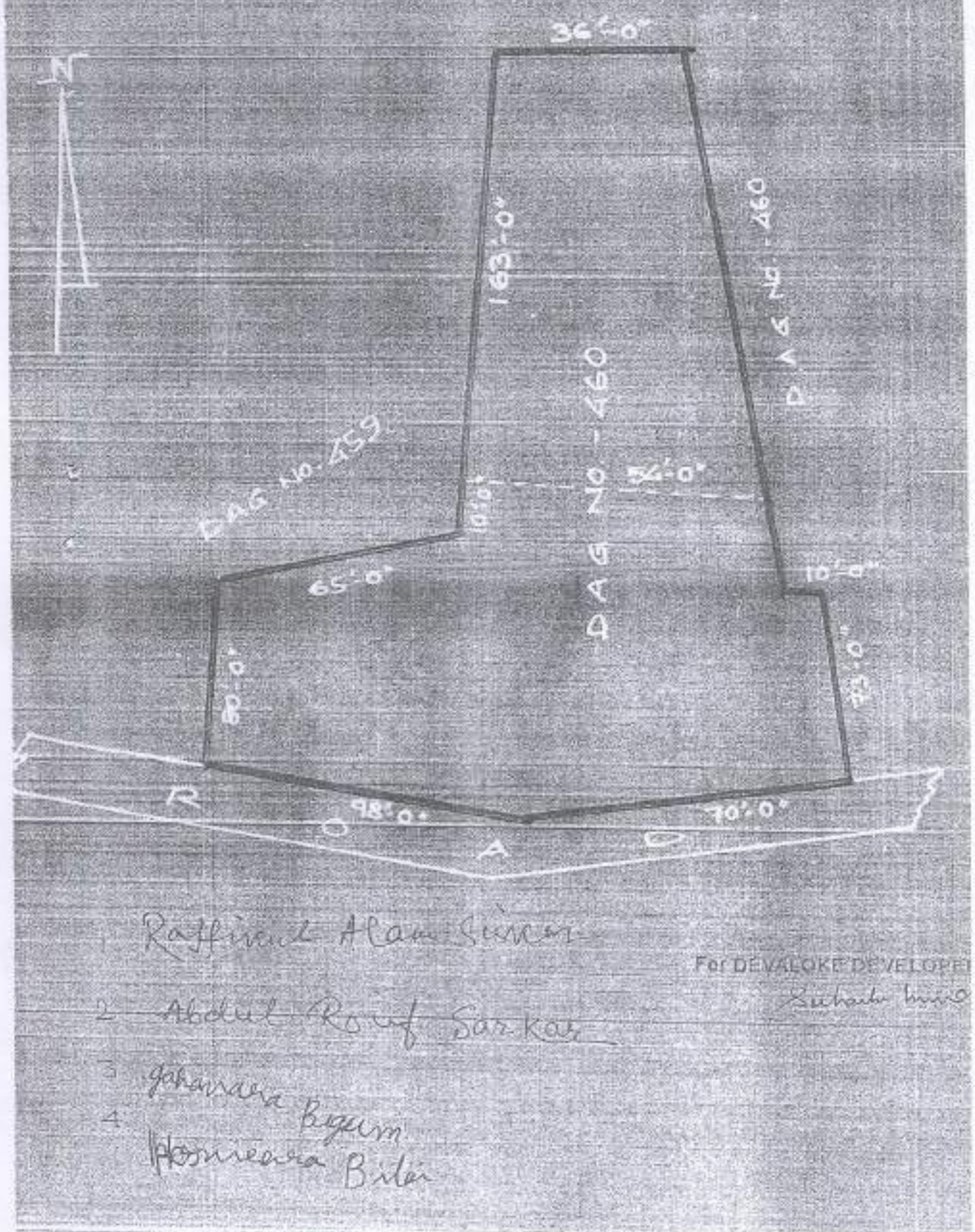
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schec Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

(Ashoke Kumar B
DISTRICT SUB-REGIST

E PLAN OF MOUZA - JAGANNATHPU
L. NO. 51, KHATIAN NO. R. S. DAG
460 (P) UNDER P.S. - SONARPUR, DI
SOUTH 24 PARGANAS. SHOWING THE RED BORDE
AREA OF LAND - 51 Dec



1 Rafiqul Alam Sircar

For DEVALOKE DEVELOPE

2 Abdul Rauf Sarkar

3 Jahanara Begum

4 Hosneara Bibi

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excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART**

WHEREAS:

A. One Abdul Hakim Sarkar was the absolute owner of All That the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, lying within the limits of Rajpur Sonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501 more fully and particularly described in the First Schedule hereunder written.

B. The said Abdul Hakim Sarkar died intestate on or about 20th August 1968 leaving him surviving his widow Asiya Bibi, two sons, namely, Abdul Rauf Sarkar and Rafikul Alam Sarkar and his two daughters, namely, Jahanara Bibi and Hosenara Bibi as his only heirs on intestacy who jointly inherited the said plot described in the First Schedule hereunder written.

C. The said Asiya Bibi died intestate on or about 7th January 2007 leaving her surviving her two sons, namely, Abdul Rauf Sarkar and Rafikul Alam Sarkar and her two daughters, namely, Jahanara Bibi and Hosenara Bibi as her only heirs on intestacy who jointly inherited the share of the said Asiya Bibi the said plot described in the First Schedule hereunder written.

D. The Developer is the owner of 8.1950 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Das Nos. 449, 495, 450, 460, 497, 498, 454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at Mouza Jagannathpur ; 1.29 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at Mouza Teghori ; and 1.20 Acres of land contained in R.S Dag Nos. 4, 5, 6, 17, 18, 14 and 15 (being L.R. Dag Nos. 1, 2,

1995

Rafiqul Alam Sarkar

1996

Abdul Rouf Sarkar

1997

Hanata Begum

1998

Hosneara Bibi

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Md. Rakibul Mandal

S/o. Fakir Md. Mondal

P.O. Bodhanpur-Place

Kol - 96

Bangladesh.

3, 4, 6, 10 and 9) situate and lying at Mouza Nischintapur P.S. and Sub-Registry Office Sonarpur, lying within the limits of Rajpur Sonarpur Municipality in the District of South 24 Parganas which are adjacent to the lands owned by the Owners being the subject matter of the this agreement.

E. The Developer is also negotiating with the owners of the lands contained in R.S. Dag Nos. 425, 426, 427, 428, 433 and 434 (Being L.R. Dag Nos. 456, 457, 458, 459, 464 and 465) in Mouza Teghori and the owners of the lands contained in R.S. Dag Nos. 6, 18, 16, 19 and 18/494 (being L.R. Dag Nos. 3, 6, 7, 8 and 5) in Mouza Nischintapur and other contiguous lands with the intention of purchasing the said plots of land.

F. The parties hereto have agreed to develop the said land described in the First Schedule hereunder written on the terms and conditions herein contained by exploiting the said land by erecting buildings upon the said lands.

G. The parties herein have agreed that the Owners will amalgamate the land described in the First Schedule hereto with the lands belonging to the Developer as aforesaid and with other lands that may be purchased by the Developer and other contiguous land in respect of which the Developer might enter into development agreements.

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

ARTICLE : I - DEFINITIONS

In these presents unless there is some thing repugnant to or inconsistent with:-

1. **TITLE DEEDS** – shall mean the documents of title to the lands described in the First Schedule hereunderwritten.

2. **PREMISES** - shall mean the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at Mouza Jagannathpur, J.L. No.

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51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, lying within the limits of Rajpur Sonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501 more fully and particularly described in the **First Schedule** hereunder written.

3. **BUILDING(S)** – shall mean the respective buildings, the open spaces and other structures on the ground floor containing several independent and self-contained flats and car parking spaces and other constructed spaces and open or covered areas being constructed or intended to be constructed on the lands described in the First Schedule hereto and in accordance with the building plans to be sanctioned by the Rajpur Sonarpur Municipality.

4. **COMMON FACILITIES AND AMENITIES** – shall include the corridors, lifts, hallways, stairways, passage-ways, drive-ways, common lavatories, pump house, overhead water tank, water pump and motor and other facilities required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and also mentioned in the **Third Schedule** hereunder written.

5. **SALEABLE SPACE** – shall mean all the open and covered spaces in the building capable of being transferred for exclusive use of the Purchaser thereof after making due provisions for common facilities and the space required therefor.

6. **OWNERS' ALLOCATION** – shall mean : 30% of the total saleable space in the buildings to be erected on the plot described in the First Schedule hereunder written being the joint allocation of Abdur Rauf Sardar alias Abdur Rauf Sarkar, Rafikul Alam Sardar, Jahanara Bibi and Hosne Ara Bibi alias Hosenara Bibi, the location whereof being as is agreed upon between the said Owners and the Developer by a separate agreement in writing before submission of the building plans for sanction and the proportionate share in the common facilities, areas and amenities and the roof.

7. **DEVELOPER'S ALLOCATION** – shall mean the remaining 70% of the total saleable space in the buildings to be erected on the lands described in the First Schedule hereunder written after allocation to the respective Owners of their

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respective allocations including proportionate undivided share in the common facilities, areas and amenities and the roof.

8. **ARCHITECT** – shall mean such person or persons who may be appointed by the Developer as Architect of the building on the said premises.

9. **BUILDING PLAN** – shall mean the respective plan or plans to be prepared by the Architect and to be sanctioned by the Rajpur Sonarpur Municipality for the construction of buildings on the lands described in the First Schedule hereunder written, the lands belonging to the Developer as aforesaid and other lands that may be purchased by the Developer or in respect of which the Developer might enter into development agreements.

10. **TRANSFER** with its grammatical variations shall include transfer by possession and by way other means adopted for effecting what is understood as a transfer of space in multi-storied building to Purchaser thereof as per law.

11. **TRANSFEREE** – shall mean a person, firm, limited company, association of persons to whom any saleable space in the building would be transferred.

12. **SPECIFICATIONS** – shall mean the specifications mentioned in the **Second Schedule** hereunder written subject to the alterations or modifications or modifications as may be suggested or approved by the Architect.

13. **UNIT OR FLAT** – shall mean all the residential apartments and/or other space or spaces to be built and constructed by the Developer according to the building plans sanctioned by the Rajpur-Sonarpur Municipality.

14. **TIME / PERIOD** – shall mean the period of 60 (sixty) months from the date of sanction of individual building plans by the Rajpur-Sonarpur Municipality within which period the respective buildings will be built and constructed by the Developer.

15. **ADVOCATE** – shall mean Mr. Rudradeb Chaudhuri of 34 Ballygunge Circular Road, Kolkata-700019 who will prepare and finalise the agreements of sale to be entered into with intending purchasers of Units forming part of both the Owners' and Developer's Allocations and who will also prepare and finalise the Deeds of

Conveyance to be executed in favour of Purchasers of both the Owners' and Developer's Allocations.

16. Words importing singular shall include plural and vice versa.

ARTICLE : II - COMMENCEMENT

This Agreement shall be deemed to have commenced on and with effect from ..... day of May, Two Thousand and Thirteen.

ARTICLE : III – OWNERS' REPRESENTATIONS

1. The Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the plot of land described in the First Schedule hereunder written.

2. The plot of land described in the First Schedule hereunder written is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions whatsoever or howsoever.

ARTICLE : IV – DEVELOPMENT RIGHTS

1. The Owners grant, subject to what has been herein provided, exclusive right to the Developer to build upon and to exploit commercially the said premises and to construct new buildings on the plot described in the First Schedule hereunder written in accordance with the plan or plans to be sanctioned by the Rajpur Sonarpur Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners at the Developer's cost and the Developer shall pay and bear all fees

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including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the said premises.

3. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof to the Developer other than an exclusive license to the Developer for the purpose of development of the said premises in terms hereof and other than to deal with Developer's Allocation after providing the Owners' Allocation as per the terms of these presents.

ARTICLE : V – POSSESSION & CONSTRUCTION

1. Upon possession being taken, the said premises would be held by the Developer and/or on behalf of and in trust for the respective Owners for the purpose of carrying out the construction in terms of this agreement.

2. The Developer shall not in any way deal with, dispose of, encumber or part with possession of Units forming part of the Developer's Allocation to any third party or parties save and except entering into agreements for sale with prospective purchasers till such time, the Owners' Allocation is constructed and made over by the Developer to the respective Owners to their complete satisfaction.

3. Till such time, the Developer makes over possession of the Owners' Allocation on the plots described in the First Schedule hereunder written to the respective Owners within the time and in the manner mentioned herein, the Developer shall not part with possession of any of the portions of the Developer's Allocation in the plot described in the First Schedule hereunder written to any third party. The Developer shall however be entitled to enter into agreements for sale of the Developer's Allocation any part thereof and to collect part-payment/advances. The provisions of this agreement would be made aware of by the Developer to the prospective Purchaser or Purchasers and any agreement with the prospective Purchaser or Purchasers would have reference of this agreement.

4. Time shall be the essence of the contract in this regard provided that if any delay is caused due to force majeure, the time during which the Developer was

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including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the said premises.

3. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof to the Developer other than an exclusive license to the Developer for the purpose of development of the said premises in terms hereof and other than to deal with Developer's Allocation after providing the Owners' Allocation as per the terms of these presents.

ARTICLE : V – POSSESSION & CONSTRUCTION

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2. The Developer shall not in any way deal with, dispose of, encumber or part with possession of Units forming part of the Developer's Allocation to any third party or parties save and except entering into agreements for sale with prospective purchasers till such time, the Owners' Allocation is constructed and made over by the Developer to the respective Owners to their complete satisfaction.

3. Till such time, the Developer makes over possession of the Owners' Allocation on the plots described in the First Schedule hereunder written to the respective Owners within the time and in the manner mentioned herein, the Developer shall not part with possession of any of the portions of the Developer's Allocation in the plot described in the First Schedule hereunder written to any third party. The Developer shall however be entitled to enter into agreements for sale of the Developer's Allocation any part thereof and to collect part-payment/advances. The provisions of this agreement would be made aware of by the Developer to the prospective Purchaser or Purchasers and any agreement with the prospective Purchaser or Purchasers would have reference of this agreement.

4. Time shall be the essence of the contract in this regard provided that if any delay is caused due to force majeure, the time during which the Developer was

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prevented from carrying out its obligations shall be added to the respective schedules.

ARTICLE : VI - PROCEDURE

1. The Owners shall grant to the Developer and/or its nominee or nominees a registered General Power of Attorney as may be required for the purpose of obtaining all necessary permissions and sanctions from different authorities in connection with the construction of the building and also for pursuing and following up matter with the Rajpur Sonarpur Municipality and other authorities at the cost of the Developer.

2. Apart from the execution of the General Power of Attorney, the Owners do and each of them doth hereby undertake that they shall execute as and when necessary all papers, documents, plans etc. for the purpose of Development of the said premises.

3. The Owners shall also execute and register a separate Power of Attorney in favour of the Developer and/or its Directors authorising it/him to enter into Agreements for Sale with intending purchasers in respect of the Developer's allocation and to receive advances from intending purchasers. The said Power of Attorney will also authorise the Developer to execute and register Deeds of Sale of units forming part of the Developer's Allocation. The Developer will not give physical possession to any purchaser unless and until Owners' Allocation is handed over to the respective Owners.

ARTICLE : VII – DEALINGS OF SPACES IN THE BUILDING

1. The Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation in the building without in any way affecting the right and interest of the Developer or any person claiming through it.

2. The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the

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same without any right, claim or interest therein whatsoever of the Owners or any person claiming through them. Possession of any unit forming part of the Developer's Allocation will not however be handed over to any purchaser until the allocation of the respective owner of such plot has been made over to him/them to his/their complete satisfaction. It is clarified that the expression 'complete satisfaction' means that the Owner's Allocation has been constructed in accordance with the sanctioned building plan and with the specifications contained in the Second Schedule to this agreement.

3. No formal Deed of Transfer in respect of the Owners' Allocation shall be required or needed inasmuch as the Owners' Allocation shall be deemed to have been built and/or executed on their own account.

4. The Developer shall be entitled to execute and register the conveyances in respect of its allocation in the new building but shall however not part with possession thereof to any Purchaser or Purchasers until and unless the Developer delivers possession of the Owners' Allocation in the new building to the Owners.

5. In so far as necessary all dealings by the Developer in respect of sanction of plans and erection of the building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer and its nominee or nominees power or powers of attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owners.

6. The Owners shall execute the Deed of Conveyance or Conveyances in respect of saleable space in the Developer's Allocation in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the Developer **PROVIDED HOWEVER** the costs of such Conveyance or Conveyances including stamps and registration expenses and all other expenses, taxes/rates and fees including Advocate's fees shall be borne and paid by the Developer or its nominees.

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ARTICLE : VIII - BUILDINGS

1. Before submission of plan by the Developer in respect of the plot described in the First Schedule hereunder written to the Rajpur Sonarpur Municipality for sanction, the Owners abovenamed and the Developer shall, by a separate agreement in writing, allocate amongst themselves their respective allocations in the new building. Fifty percent of the flats/units forming part of the Owners' Allocation in respect of the said plot shall be jointly selected by the respective Owners themselves and the balance fifty percent of such Owners' Allocation will be selected by the Developer. Fifty percent of the flats/units forming part of the Developer's Allocation in respect of the said plot shall be selected by the Developer itself and the balance fifty percent of such Developer's Allocation will be selected by the Owners jointly. After earmarking their respective allocations, the same shall stand appropriated against the respective allocations of the parties herein. While earmarking such allocation, if any area is found to be in excess of the allocation of any of the parties, the party to whom such excess area would be allocated, would pay to the other party compensation and/or damages at the prevailing market rate.

2. The Developer shall at its own costs construct, erect and complete one or more buildings on the plot described in the First Schedule hereto in accordance with the sanctioned plans with such materials and with such specifications as are mentioned and detailed in the Second Schedule hereunder written or as may be recommended by the Architect from time to time.

3. The Developer shall install and erect in the said buildings at its own costs lifts, pump, water storage-tanks, overhead reservoirs, electrification, temporary electric connection from the Authority concerned and until permanent electric connection is obtained, temporary electric connection shall be provided and other facilities as are required to be provided.

4. The Developer shall be authorised in the name of the Owners in so far as is necessary to apply for and obtain quotas entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary connection of water, electricity, power and permanent drainage and sewerage

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connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building.

5. All costs charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context.

6. As from the date of making over possession in writing of the plot of land described in the First Schedule hereunder written any liability becoming due on account of the municipal rates and taxes as also other outgoings in respect of such plot and till such time as the possession of the said Owners' Allocation is made, shall be borne and paid by the Developer. It is made specifically clear that all outstanding dues on account of municipal rates and taxes as also other outgoings upto the date of delivery of possession shall remain the liability of the respective Owners and such dues shall be borne and paid by the respective Owners as and when called upon by the Developer without raising any objection thereto.

ARTICLE : IX - CONSIDERATION

1. In consideration of the Owners having agreed to permit the Developer to construct, erect and complete buildings on the said premises, the Developer agrees to make over to the Owners as detailed earlier their respective Owners' Allocation after construction of the buildings which interest would remain the sole and absolute property of the respective Owners subject however to the respective Owners complying with the terms and conditions herein contained.

2. In addition to the consideration herein agreed to be paid, the Developer agrees :-

(a) to obtain at its own costs and expenses all necessary permission and/or approvals and/or consents from all statutory and other authorities save as otherwise provided in this Agreement.

(b) to pay the cost of supervision of the development and construction of the building at the said premises.

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c) to bear all costs, charges and expenses for construction of the building at the said premises in pursuance of the specification mentioned in the Second Schedule hereunder written.

The aforesaid shall constitute the apparent consideration for grant of exclusive right for development of the said premises.

ARTICLE : X - FINANCING

1. The Developer has, simultaneously with the execution of this agreement. deposited a sum of Rs. 12,00,000/- (Rupees twelve lacs) with Abdur Rauf Sardar alias Abdur Rauf Sarkar, Rafikul Alam Sardar, Jahanara Bibi and Hosne Ara Bibi alias Hosenara Bibi being the Owners of the plot described in the First Schedule hereunder written as and by way of interest-free security deposit.

2. All amounts deposited with the Owners in terms of Clause 1 hereinabove shall be repaid by the respective owners within thirty days of completion of construction of the building. If the respective Owners are unable to repay such advance, such interest-free deposit is to be adjusted by appropriation of the respective Owners' Allocation or such part thereof as may be necessary to square up such deposit. Such adjustment of saleable super-built area will be made within thirty days of completion of construction of the building at a rate at which the last sale/booking in respect of any unit in the said plot has been made. The actual super-built area of each Unit will be certified by the Architect and verified by the Owners' Engineer.

3. It shall be the discretion of the Developer to raise any sum or sums from any financial institutions for the purposes of erection of the building against security of the Developer's allocation. The Owners agree to sign and execute any document that they may be required to in this regard.

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ARTICLE : XI -- COMMON FACILITIES

1. As soon as the building is completed in every respect including water and drainage connection and arrangement of electricity, the Developer shall give a written notice to the Owners requiring the Owners to take possession of their Owners' Allocation in the buildings accompanying therewith a certificate of the Architect to the effect that the building is completed in accordance with the said plan. The Owners shall within 30 (thirty) days from the date of service of such notice take possession of Owners' Allocation or shall be deemed to be in such possession from such date and at all times thereafter the respective Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' 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.

2. The respective Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the said Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.

3. As and from the date of receipt of notice of possession, the respective Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the Service charge for the common facilities in the new building payable with respect to the Owners' Allocation. The Developer shall also be responsible to pay and bear and shall forthwith pay on demand the Service charge for the common facilities in the new building payable with respect to the Developer's Allocation

4. Any transfer of any part of the Owners' Allocation in the new building shall be subject to the provisions hereof and the Owners shall thereafter be responsible in

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ARTICLE : XI -- COMMON FACILITIES

1. As soon as the building is completed in every respect including water and drainage connection and arrangement of electricity, the Developer shall give a written notice to the Owners requiring the Owners to take possession of their Owners' Allocation in the buildings accompanying therewith a certificate of the Architect to the effect that the building is completed in accordance with the said plan. The Owners shall within 30 (thirty) days from the date of service of such notice take possession of Owners' Allocation or shall be deemed to be in such possession from such date and at all times thereafter the respective Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' 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.

2. The respective Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the said Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.

3. As and from the date of receipt of notice of possession, the respective Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the Service charge for the common facilities in the new building payable with respect to the Owners' Allocation. The Developer shall also be responsible to pay and bear and shall forthwith pay on demand the Service charge for the common facilities in the new building payable with respect to the Developer's Allocation

4. Any transfer of any part of the Owners' Allocation in the new building shall be subject to the provisions hereof and the Owners shall thereafter be responsible in

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respect of the space transferred to pay the said rates and service charges for the common facilities.

ARTICLE : XII – COMMON RESTRICTIONS

The Owners' Allocation in the building shall be subject to the same restrictions and use, as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building which shall include the following :-

1. Neither party shall use or permit to be used the respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration either major or minor without the written consent of the other in this behalf.

3. Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless -

   (a) Such party shall have observed and performed all terms and conditions on their respective parts to be observed and/or performed.

   (b) The proposed Transferee shall have given a written undertaking to the effect that such Transferee shall remain bound by the terms and conditions of these presents and further that such Transferee shall pay all and whatsoever shall be payable in relation to the area in his/her possession.

4. Both the parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations. The Developer shall be liable for any consequence or offence in respect of construction of the building(s) and shall indemnify the Owners in respect of any action or breach.

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5. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of the and/or the occupiers of the building indemnified from and against the consequences of any breach.

6. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

7. No goods or other items shall be left or kept by either party for display or otherwise in the corridors or at other places of common use and enjoyment in the building and no hindrance shall be caused in any manner in the from covenant of users in the corridors and other places of common use and enjoyment in the building.

8. Neither party shall throw or accumulate any dirts, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

ARTICLE : XIII – OWNERS' OBLIGATION

1. The Owners hereby agree and covenant with the Developer that a joint survey of the premises would be made within 15 days from the execution of these presents.

2. The Owners further agree and covenant with the Developer that mutation of the entirety of the land described in the First Schedule in the names of the Owners in the office of the Block Land and Land Reforms Officer (after deletion of the name of Asia Bibi) and in the Rajpur-Sonarpur Municipality would be completed as soon as possible at the cost and expenses of the Owners. Original documents regarding

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such mutations would be handed over by the Owners to the Developer within seven days of individual mutations.

3. The Owners agree and covenant with the Developer that it shall be the exclusive responsibility of Owners to get the land converted into commercial use from the Block Land & Land Revenue Office as soon as possible at the cost and expenses of the Owners. Original documents regarding such conversion would be handed over by the Owners to the Developer within seven days of individual conversions.

4. The Owners further covenant with the Developer to render all necessary assistance to enable the developer to peacefully erect a boundary wall surrounding the said land at the cost of the Developer and to thereafter make over peaceful vacant possession of the such premises to the Developer evidenced in writing as soon as practicable.

5. The Owners do and each of them doth hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from leasing or renting any of the Developer's allocated portion in the buildings or at the said premises provided the Owners' Allocation is made over to the respective Owners and vice versa by the Developer.

6. The Owners do and each of them doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer. The respective Owners will however be at liberty to visit the site to inspect the quality of materials being used and to inspect whether the construction is being made in conformity with the sanctioned building plans and relevant laws.

7. The respective Owners further covenant with the Developer to, simultaneously with the execution of this agreement, make over to the Developer attested photocopies or certified copies of all original title deeds relating to the said premises which are in the possession of the Owners as well as conversion certificates, all original mutation certificates, parchas, khajna and tax payment receipts. If any of the above documents are presently not in the possession of the Owners, the Owners will obtain the same and make over the same to the Developer

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as soon as the same is obtained. The respective Owners will also make available all original documents to the Developer as and when required by the Developer for inspection.

8. If any deficiency or lacuna is found in the title of any of the Owners, the respective Owners shall remove the same at their own costs.

9. The Owners may appoint their own engineer for inspection of the building at their own cost from time to time and any deviation or illegal construction by the Developer which may be pointed out by the Owners shall be demolished or rectified by the Developer at its own costs and expenses.

ARTICLE : XIV – DEVELOPER'S OBLIGATIONS

1. The Developer hereby agrees and covenants with the Owners of the plots described in the First Schedule hereunder written to complete the construction of the respective building on their respective plots within 60 (sixty) months from the date of sanction of building plans in respect of the said plot by the Rajpur Sonarpur Municipality, subject to force majeure and subject also to the Owners strictly complying with all their obligations under this agreement.

2. The Developer hereby agrees and covenants with the Owners that a joint survey of the premises would be made within 15 days from the execution of these presents.

3. The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable to construction of the said building.

4. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the respective Owners are prevented from enjoying leasing assigning and/or disposing of any of the Owners' Allocation in the building at the said premises.

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ARTICLE : XV – DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission on the part of the Developer in relation to the construction of the said buildings.

2. The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of Developer's actions with regard to the Development of the premises and/or in the matter of construction of the building and/or for any defect therein.

ARTICLE : XVI - MISCELLANEOUS

1. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construed as a partnership between the parties hereto in any manner not shall the parties hereto constitute an Association of persons.

2. The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners' indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. 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 Owners if delivered by hand and duly acknowledged or sent by pre-paid registered post with acknowledgement due to the address of the Owners mentioned hereinabove (unless change thereof is intimated in writing to the Developer in which case such notice shall be served at such new address) and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the address of the Developer mentioned hereinabove (unless change thereof is intimated in writing to the Owners in which case such notice shall be served at such new address).

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4. All Agreements for Sale and Deeds of Conveyance in respect of Units forming part of both the Owners' Allocation and the Vendors' Allocation will be similar and shall contain identical covenants. For the sake of uniformity, the Advocate defined hereinbefore will prepare and finalise the agreements of sale to be entered into with intending purchasers of Units forming part of both the Owners' and Developer's Allocations. The said Advocate will also prepare and finalise the Deeds of Conveyance to be executed in favour of Purchasers of both the Owners' and Developer's Allocations.

5. For the purpose of obtaining the best possible price for Units, the Owners and the Developer will jointly appoint a Marketing Agent and all flats forming part of the Owners' Allocation (save those being retained by the Owners for their own use) as well as the Developer's Allocation will be sold through such Marketing Agent. The parties hereto will jointly negotiate with and finalise the remuneration of the Marketing Agent and all expenses related to marketing and pay the same proportionately. The Owners and the Developer will jointly decide the 'per square foot' price at which the Units forming part of both allocations will be sold through the Marketing Agent. Such price will be revised from time to time by mutual agreement between the Owners and the Developer.

6. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owners hereby agrees to abide by all the rules and regulations to be framed by any society/association holding association and/or any other organisation who will be in charge of such management of the affairs of the building or buildings and/or common parts thereof and the parties hereto hereby give their consent to abide by such rules and regulations. Such rule and byelaws will be framed by the Advocate defined above.

7. The name of the building(s)/ complex shall be decided upon by the Developer.

8. If this agreement is required to be registered, the stamp duty and registration charges therefor shall be paid and borne by the Developer.

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ARTICLE : XVII – FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations has been prevented by the existence of the "Force Majeure" and the party shall be suspended from the obligation during the duration of the "Force Majeure".

2. "Force Majeure" shall mean acts of God, flood, earthquake, riot, war, storm, tempest, civil commotion, labour unrest, strike, order of injunction and/or any other act or commission beyond the control of the parties hereto.

ARTICLE : XVIII - ARBITRATION

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or determination of any liability or touching these presents shall be referred to arbitration of two Arbitrators, one being appointed jointly by the Owners and the other by the Developer. The said two Arbitrators shall jointly appoint a third arbitrator/umpire. The said arbitration will be governed by the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Particulars of the Said Premises)

ALL THAT the piece and parcel of land measuring 51 Decimals, equivalent to 31 Cottahs, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501 lying within the limits of Rajpur Sonarpur Municipality in the District of South 24-Parganas jointly owned by Abdur Rauf Sardar alias Abdur Rauf Sarkar, Rafikul Alam Sardar, Jahanara Bibi and Hosne Ara Bibi alias Hosenara Bibi

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Construction details and fixtures to be provided in the Unit)

1. **STEEL** : Steel used in the building to be of 'Elegant' or similar brand.

2. **CEMENT** : Cement used in the building to be of 'ACC' or similar brand.

3. **STRUCTURE** : RCC Frame structure with as per sanctioned building plan

5. **BRICKWORK** : All external walls to be of 8" and all internal walls will be of 5"/3" bricks as per specification.

6. **FLOORING** : Flooring of the Units to be ceramic tiles.

7. **TOILETS** : Toilets to be of semi-glazed ceramic tiles..

8. **DOOR FRAMES** : Standard flush main door. Water proof flush internal doors.

9. **WINDOWS** :Aluminium.frame.clear glass.

10. **WALL (INSIDE)** : Wall to be covered with Plaster of Paris except Toilet.

11. **GRILLES** : To be provided as and where necessary at extra cost of same design throughout complex.

12. **WALL (TOILET)** : Toilets to be covered with standard quality ceramic tiles up to door lintel height.

13. **WALL (OUTSIDE)**: Plaster and painted with ACE/Snowcem or similar.

14. **PLUMBING** : For all water lines UPVC to be fitted with first class fixtures and fittings. One toilet to be provided with hot and cold water lines.

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15. **SANITARY FIXTURES** : Toilets to be provided with English Commode system, one wash basin, two bib cocks, one shower with necessary stop cock, etc..

16. **PAINTING** : Internal doors to be painted with white enamel paint of Asian brand or similar. Main Door to be finished in enamel paint.

17. **ELECTRICAL** : Concealed wiring to be provided with ISI Copper wire.

18. **KITCHEN** : Platform to be of black Granite, Stainless steel sink. Counter will have ceramic tiles 2.5 feet above the platform.

19. **ELECTRIC SWITCHES** : All switches will be of Modular variety, "Anchor" or "Roma" manufacture or similar make. MCBs will be of Anchor or "Havells" or similar make.

20. **POWER POINTS** : Each room to be provided with one fan point but in dining and drawing room two fan points, three light points, two 5 AMP and one 15 AMP plug points. One AC point in drawing/ dining and master bedroom.

21. **POWER SUPPLY** : Electric connection commensurate with the above to be provided with individual loop (19) arrangements for all flats. However, all deposits towards service and individual meters will be proportionately borne by the flat Owners.

22. **INTERCOM** : Intercom connection for each flat will be provided.

23. **TELEPHONE & T.V.** : Concealed connections to be provided in every flat.

24. **LIFT** : Lift of Adams make or similar will be provided.

25. **OUTSIDE LIGHTING** : Adequate lighting arrangements with fittings to be provided at the gate, pathway and around the building for security.

26. **PLANTERS** : Abundant greening of the building to be done with decorative foliage using "In situ" planters.

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Areas and Installations)

1. Entrance and exit gates of the building.

2. Paths passages garden and open spaces in the building

3. Entrance lobby in the ground floors of the building.

4. Driveway in the ground floor of the building.

5. Staircases of the building along with their full and half landings with both staircover on the ultimate roof.

6. Lifts with lift shaft and the lobby in front of it on typical floors and lift machine room and the stair leading to the roof thereof.

7. Generator room in the ground floor of the building complex.

8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the concerned block.

9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different units of the concerned block.

10. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the block and from the block to the municipal drain.

11. Common bathroom with W.C. and common toilets in ground floor of the building.

12. Room for darwan/security guard, caretaker's office in the ground floor of the building complex.

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13. Arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.

14. Boundary walls.

15. Roof

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED on behalf of the withinnamed **OWNERS** in the presence of :

Md. Rakibul Mondal
B.6. Brohamapur Place
Kol. 96,

Ashish Bagchi
47, Garia Main Road. Kolkata-700084

1 Raffiqul Alam Sirk
2 Abdul Rouf Sark
3 Jahanara Begum
4 Hosneara Bibi

SIGNED SEALED AND DELIVERED on behalf of the withinnamed **DEVELOPER** in the presence of :

Md. Rakibul Mondal
B.6. Brohamapur Place
Kol - 96

Ashish Bagchi
47. Garia Main Road, Kolkata-700084

For DEVALOKE DEVELOPERS LTD

Directo

Drawn by me:

Advocate, High Court
NB/797/93

06 JUN 2013

NAME SUKANTA KUNDU

SIGNATURE Sukanta Kundu

NAME

SIGNATURE Rafikul Alam Liku

NAME

SIGNATURE Abdul Rouf Sarkar

NAME

SIGNATURE Jahanara Begum

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Right Hand					

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SIGNATURE .....

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 3586 to 3617
being No 05220 for the year 2013.

(Ashoke Kumar Biswas) 25-June-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal