0604/18

T0690/18 I 0664/18





Rs. 100

ONE
UNDRED RUPEES

ानामेव जबते

NDIA NON JUDICIAL

পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

Z 111614

Certified that the document is admitted to receivation. The signature sheets and the progressment sheets, interned with this the ument are the progress.

District Sup-Registrar-II
Alinore, Souri 24 Parganas

17 JAN 2018

AGREEMENT FOR DEVELOPMENT

THIS MEMORANDUM OF AGREEMENT FOR DEVELOPMENT is made on this the

1 子 世 day of January Two Thousand and Eighteen BETWEEN:

0 7 DEC 2017

Name M. Challer Jie Adv.

Courses Thelehar Ch. Halder

S. C. Heider Licenced Stemp Vender Annore Judges Court Kolkata-700027



Alberta Butte Registerali Alberta Sport 74 Largasia

Howak Chatterfee Advocate
Sto Amalesh Chatterfee
Alipsia Tudges Count
Kol-24

17 JAN 2018

ARUN MONDAL (PAN BXDPM1646K) son of Late Bhutnath Mondal, resident of 117 Kailash Ghosh Road, P.S. Haridevpur, Kolkata 700008, Dist - 24 Parganas (South) hereinafter referred to as "THE LANDOWNER" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART

-AND-

JOYOUM CEMCAST PVT LTD (PAN AAECJ0147N) a private limited company registered under the Companies Act, carrying business for gain from 38 Nutun Pally, P.S. Haridevpur, Kolkata - 700008 represented by its director TAPAS KUMAR DUTTA (PAN ADXPD5777H), son of Lt A. Dutta residing at 38 Nutun Pally, P.S. Haridevpur, Kolkata - 700008 hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context mean and include his heirs, executors, administrators and assigns) of OTHER PART.

WHEREAS one Kamala Bala Roy Chowdhury was the owner of the plots vis 877, 878/1264 of Khatian No 528 measuring about 0.54 acres and 0.36 acres, plot no 839 and 885 of Khatian no 1023 measuring 0.07 and 0.67 acres respectively, plot no 875 of khatian no 1336, plot no 876 of khatian no 1369 measuring an area of 0.11 and 0.09 acres respectfully, plot no 873 and 886 in khatian no 2053 measuring an area 0.34 and 0.41 acres of Mouza Purba Barisha P.S. Behala.

AND WHEREAS one Bhutnath Mondal filed a case against the said Kamala Bala Roy Chowdhury being Case No 3(BC) of 1987-88 before the Jr Land Reforms Officer, L.R. Circle Behala, South 24 Parganas, wherein he prayed for recording his name as Bargadar in respect of the said plots and the Ld Judge passed a Judgment in favour of the said Bhutnath Mondal as declared him as a Bargadar in respect of the said lands vide Order dated 24.11.1987.

AND WHEREAS the said Kamala Bala Roy Chowdhury died on 13.12.1993 leaving behind the following legal heirs:-

- b) Sakti Prasad Roy Chowdhury
- c) Dilip Roy Chowdhury
- d) Gouri Roy Chowdhury
- e) Soumya Roy Chowdhury
- f) Aditi Roy Chowdhury
- g) Tara Prasad Roy Chowdhury
- h) Ram Prasad Roy Chowdhury
- Pinaki Prasad Roy Chowdhury
- Banasree Sarkar
- k) Anupam Sarkar
- Abhijit Sarkar
- m) Anima Roy Chowdhury
- n) Dolon Roy Chowdhuty

AND WHEREAS the aforementioned legal heirs No (b) to (n) executed a registered power of attorney in favour of Legal heir No (a) in respect of the said properties vide Book No IV Vol No 32 pages 256 to 261 being No 144 for the year 2001 before the D.S.R. II 24 Parganas (S).

AND WHEREAS the said legal heirs executed a registered deed of Gift before the A.D.S.R. at Behala and was recorded in Book No 1 Vol No 78 Pages 313 to 322 Being No 3525 for the year 2003 in favour of the First part, who is the son of the said Bhutnath Mondal and the said deed was also confirmed by several others such as Surajit Kumar Dey, Koushik Roy, Bikash Bhattacharya and Abhijit Roy Chowdhury.

AND WHEREAS accordingly by virtue of the said deed of gift, the First Part became the lawful owner of all that immovable property stated in the schedule hereinunder written and for the sake of clarity, hereinafter stated and described as the "Said Property".

AND WHEREAS the landowner have decided to develop their land by constructing a multistoried building thereon and as such have approached the developer and the said

developer has agreed to construct the said proposed building under the following terms and conditions.

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

ARTICLE - I: DEFINITIONS:

The Soid Property shall mean All that piece and parcel of land measuring about 5 Cottahs 8

Chittachs lying and situate at Mouza – Purba Barisha, Part of Dag No. 885 under Khatian

No. 1023, being J.L. No. 23, R.S. 43 P.S. Haridevpur, Kolkata 700008 Dist: 24 Parganas (5)

and also known as K.M.C. Premises no 122R Ishan Ghosh Road Kolkata 700008 alongwith 2

RTS structures of 150 sq ft each and butted and bounded by:-

On the North : 8 ft common passage;

On the South: House of Jhantu Mondal

On the East : 16 ft K.M.C. Road;

On the West : house of Raba Mondal.

- The Building shall mean a multi-storied building or buildings to be constructed in the said Holding / Premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation or any appropriate authority or authorities at the cost of the Developer.
- The Building Plan shall mean the plan for the construction of the building as per Plan
 to be sanctioned by Kolkata Municipal Corporation in the name of the Land Owner or
 the Developer and also any renewal or amendments thereto and/or modifications
 thereof.
- Built-up Area and Super Built -up Area shall mean the area of a flat calculated on the basis of the current rules and regulations and definition of such as prescribed by the K.M.C. on the date the sanctioned plan is allotted in favour of the Landowner.

ARTICLE - II; EXPLOITATION RIGHTS:

In consideration of one flat measuring about 700 sq ft built up area and a sum of Rs 55.00,000/- (Rupees Fifty Five Lack) only paid in the following ways:-

- At the time of registration Rs 10,00,000/-
- 2. For BLRO conversion 6 months and then thereafter 6 months Rs 11,25,000/-
- 3. After another 6 months Rs 11,25,000/-
- 4. After another 6 months Rs 11,25,000/-
- After another 6 months Rs 11,25,000/-

, the Land Owner allows the Developer to build residential/commercial building in the said premises containing several flats and/or car parking space in accordance with the sanctioned plan and to sell the said flats, car parking spaces to buyers under Developer's allocation and choice. The Developer shall be entitled to obtain necessary advances from intending buyers on terms and conditions as the Developer may in his absolute discretion deem fit and proper.

ARTICLE - III; BUILDING :

- The Developer shall prepare a Plan for construction of a residential/commercial building at the said Holding / Premises at her costs and expenses and shall submit the Plan duly signed by the land owner and/or Developer to the Kolkata Municipal Corporation. The Developer shall appoint, advocate, architect, mason, workers, darwan, mistries and shall pay their fees, wages and salary and the Land Owner shall not be liable and/or responsible for the payment of the same.
- 2. The Developer is hereby authorized and empowered in relation to the said construction so far as may be necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other materials even allocable to the Land Owner for the construction of the said building and similarly to apply and obtain temporary and/or permanent connection of water, electricity power and/or gas to the building and other inputs and facilities required for which purpose the Land Owner doth hereby agree to execute in favour of the Developer such power/s of Attorney as required to sign on behalf of the Land Owner all such applications and other documents as shall be required for the purpose of or otherwise for or in connection with the construction of the said building from time to time.

3. All dealings by the Developer in respect of the construction of the building shall be in the name of Land Owner/developer but such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the Land Owner. The Land Owner shall not be liable for any political liability. The Developer agrees and undertakes to indemnify and keep the land owner indemnified for any loss and/or damage or suffering that may be caused due to acts, misdeeds, omission and/or commission on part of the developer relating to construction and other related works in the said premises fully described in the Schedule below under this agreement.

ARTICLE - IV; BUILDING ALLOCATION:

- Immediately upon the construction of the proposed building stage by stage and/or its
 completion or on completion of any parts of the same, all flats, car parking spaces shall
 belong to the Developer and the Land Owner shall not have any right, title, interest,
 claim or demand whatsoever in respect thereof, subject to owners' allocation as
 mentioned hereinafter to the Land Owner to be handed over to them.
- 2. On completion of the building and after delivery of possession of the Owner's allocation, the Land Owner or the Developer as Constituted Attorney shall transfer and convey at the request of the Developer and at the cost of the transferee or transferees the proportionate share of land in respect of the flat or flats and car parking spaces by executing the relevant Deeds of Sale in favour of the Developer or of such other person or persons who may be nominated by the Developer in that regard. Furthermore, the Developer shall execute and register Deed of Conveyance in favour of the prospective purchasers by virtue of the Power of Attorney and realise the sale proceeds and discharge valid receipt in respect of the flats, Car parking space and proportionate share of land.

ARTICLE-V; CONSTRUCTION:

OWNER'S ALLOCATION AND CONSIDERATION MONEY

The landowner shall be entitled to a one flat measuring about 700 sq ft built up area and a sum of Rs 55,00,000/- (Rupees Fifty Five Lacs) only paid in the following ways:-

- At the time of registration Rs 10,00.000/-
- For BLRO conversion and then thereafter 6 months Rs 11,25,000/-
- 8. After another 6 months Rs 11,25,000/-
- 9. After another 6 months Rs 11,25,000/-

After another 6 months Rs 11,25,000/-

DEVELOPER'S ALLOCATION

The Developer shall be allotted entire proposed building of the constructed area except owner's allocation, the flats and car parking spaces and cupboard spaces in the proposed building according to sanctioned plan. Proceeds of sale of flats, car parking spaces of the developer's allocation shall belong to the Developer.

ARTICLE - VI; COMMON FACILITIES:

- 1. The Land Owner shall pay proportionate Municipal Tax assessed for their flats to the Kolkata Municipal Corporation from the date of possession of the said flats in their allocation. The Land Owner shall also pay proportionate common expenses and maintenance charges for his flats to the Owners' Association punctually on physical possession of her flats. The Land Owner shall not be liable for the Corporation and other statutory Taxes of the flats under Developer's allocation. The Developer or their nominee or nominees or transferees shall be liable to pay Corporation Tax assessed for his/their flat/flats and car parking space etc, if any.
- COMMON FACILITIES shall include all passages, ways, stairways, corridors, lobbies, shafts gate\s, rainwater pipes, sewerage and drainage pipe lines, underground water

fittings, fixtures, manhole, pit, water connection and pipes lines, overhead and underground reservoir, pipe lines, motor pump,, fences and boundary wall, courtyard, CESC Ltd. supply, electric connection and electrical supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, garbage, vat, common driveways and other facilities whatsoever required for the establishment of location, enjoyment, provision, maintenance and management of the affairs and the said building in the said premises.

ARTICLE - VII; OWNER'S OBLIGATION

- a) That during the continuance of the agreement the Land Owners shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said premises by the Developer and shall quit and vacate the premises on the date of execution of this agreement.
- b) The Owner will grant a general power/s Attorney in favour of the Developer to be registered and / or notarized to facilitate the construction of the building according to the sanctioned Plan and sell the entire flat, car parking space except Owner's allocation empowering him to sell flat and car parking spaces of the said building and for such purpose authorizing him to enter into agreement with intending purchaser or purchasers, receive all earnest moneys and all payments towards consideration money and to execute sign and register such Deed of Conveyance of proportionate share of land or flat and car parking spaces in the building be it stated here whatsoever is written in the Power of Attorney shall be entitled to sell his allocation the flat /car parking space and receive the earnest money and consideration money in respect of such sale and they need not have to credit such amount in the account of the Land Owner.
- c) With the execution of these presents the Developer and/or their representatives shall have free access to the premises for the purpose of soil testing, mapping and other works necessary for the Developer and construction on the said property.
- d) The Land Owner shall not be responsible for the nature of construction of the Building by the Developer and Developer shall be responsible to the ultimate purchaser/s for the nature and quality of construction.

ARTICLE - VIII; DEVELOPER'S OBLIGATION:

 The Developer after registration of this agreement, shall construct the said building in terms of this Agreement and in accordance with the plan or plans sanctioned by Kolkata Municipal Corporation with consent of other appropriate authority or authorities, if necessary.

- 2. The Developer shall complete the building within 36 months from the date of sanction of Building Plan and BLRO mutations and after the owner vacates the said premises and after demolition of the existing building and after necessary development of land. Time is the essence of the Agreement provided, however, the time may be extended for a further period.
- 3. The Developer shall pay and bear all Municipal taxes and other taxes payable for the said property from the date of their taking possession of the premises till the date of delivery of possession of the flats to the prospective buyers. The Developer shall also pay the due Municipal Taxes and make arrangement for Mutation in the Kolkata Municipal Corporation.
 - 4. Any matter not specifically mentioned in this Agreement or any difference and dispute arising in between the parties hereof shall be referred to a sole arbitrator to be appointed mutually by both the parties for arbitration, following, provisions of the Arbitration and Conciliation Act, 1996.

ARTICLE - IX; COMMON RESTRICTIONS :

- The Developer during construction shall abide by all laws, rules and regulation of
 Government' Local Bodies and/or other authorities 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 hand over a true copy of the sanctioned plan to
 the hand Owner for her custody and inspection of the proposed construction
- The Developer or its nominees shall not use or permit to use the flats, car parking space 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, annoyance or
 hazard to the other occupiers of the new building.

ARTICLE-X; TITLE & AMENITIES

The Land Owner declare that they have a good and marketable title to the said property without any claim, right, title or interest in or of any other persons thereon and that they have a good and marketable right and title to enter into this Agreement with the Developer.

- The Land Owner hereby declare that the said property is free from any manner of lispendens, charges, claims encumbrances or mortgages whatsoever.
- The Developer shall have under its custody all the original documents/Deeds of aforesaid land and the developer shall provide receipt in that respect.

ARTICLE-XI; MISCELLANEOUS:

- Upon completion of the building the developer, by virtue of the Power of Attorney duly
 registered shall execute appropriate Sale Deeds/ Conveyances of the land or proportionate
 share of the land or flats/ car parking spaces in favour of the Developer and/or his
 nominated transferees under the allocation of the Developer in terms of this agreement.
 The stamp duty transfer, charges including registration fees payable for the transfer shall
 be borne by the Transferee(s).
- As and from the date completion of the building the developer and/or his nominated transferees or purchasers of flats, car-parking spaces be liable to pay and bear proportionate charges on account of Municipal Tax, Wealth Tax, and other taxes and all charges and impositions as well as common expenses payable in respect of their flats and car parking spaces.
- Any bonafide omission or commission in this Agreement shall be corrected modified and rectified by Supplementary Agreement made between the parties:

ARTICLE - XII; JURISDICTION:

Appropriate Courts in West Bengal having territorial jurisdiction shall entertain all disputes and actions between the parties herein.

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land measuring about 5 Cottahs 8 Chittachs lying and situate at Mouza – Purba Barisha, Part of Dag No. 885 under Khatian No. 1023, being J.L. No. 23, R.S. 43 P.S. Haridevpur, Kolkata 700008 Dist: 24 Parganas (S) and also known as K.M.C. Premises no 122R Ishan Ghosh Road Kolkata 700008 alongwith 2 RTS Structures of 150 sq ft each and butted and bounded by :-

On the North : 8 ft Common passage;

On the South: House of Jhantu Mondal;

On the East : 16 ft common passage.

On the West : house of Raba Mondai

THE THIRD SCHEDULE ABOVE REFERRED TO : (THE BUILDING AND SPECIFICATIONS OF FLATS)

STRUCTURE AND FOUNDATION:

Building designed on R.C.C. foundations conforming to National Building Code and/or West Bengal Municipal Act and Building Rules or as per sanctioned Plan, floor and Design.

FLOORING & SKIRTING

Marble finish in the bed rooms, Drawing Room and Dining Room. Toilets, kitchen and verandah, will have antiskid ceramic tile (300x300m) with 150 mm skirting all around.

TOILETS:

All toilets will be provided with P.V.C. pipe for General water, standard white basin, or commode with low down cistern. All toilet walls will have Glazed tiles up to 1800 mm height.

KITHCEN:

Kitchen will have granite cooking counter and one stainless steel sink and 750 mm Glazed Tiled above cooking counter.

DOORS & DOORS FRAME:

All doors will have a wooden frame of treated Sal wood (100x65 mm) and flush door having commercial ply on both sides and two coated enamel paints.

WINDOW, FRAME & GRILLS:

All window frames shall be made of an object aluminium window with 4 mm clear sheet Glass.

INTERNAL WALLS:

Plaster walls finished with plaster of paris. Bricks work will be done 200 mm thickness for external and 75 mm for internal partition walls otherwise mentioned in drawings and painted with two coats of primer.

EXTERNAL WALLS:

External walls to be two coated with water proof cement paint and two coats weathercoat.

STAIRCASE:

Plaster of paris well finished with white lime-wash.

ELECTRICAL:

All concealed wiring in every rooms, toilet, kitchen, living room and verandah

BEDROOMS:

- 1. One bracket light point
- 2. One tube-light point
- 3. One ceiling fan point
- 4. One night lamp point
- 5. One 6 pin plug point on Switch Board
- 6. Air Condition point

LIVING/DINING:

- 1. One tube-light point
- 2. One bracket light point

- 3: One ceiling fan point
- One 5 amp point
- One 5 pin plug point on Switch Board
- 6. One T.V. Antenal concealed pipe line lay-out only
- 7. One Electric Call Bell attached at Flat entrance

KITCHEN:

- 1. One ceiling light point
- 2. One exhaust fan point
- 3. One 15 amp. Point

TOILET:

- 1. One light point
- 2. One exhaust point
- 3. One Geyser point

ELECTRICAL & SANITARY ITEMS:

- 1. Wires Cables "Finolex" make
- Electric Fittings Anchor/Havels/Pritam make
- 3. Taps & Showers ESSCO/ISI make

ELECTRIC METER

A separate electric meter shall be provided for each flat at the cost, security deposits to be paid reimbursed by the intending buyers or flat holder/and owner.

The developer shall provide for the electrical meter for common services including stair case lighting at costs but the amount of deposit shall be proportionately recovered from the intending buyers or flat holder.

PLUMBING:

Concealed G.I. Pipe for water line for basin, shower and tap in attached toilets, one inlet and outlet connected for kitchen, sink.

WATER:

- The developer will provide reservoir.
- Corporation water from under-ground
- b) Deep Tube-well, if any, cost extra (to be borne by flat owner/Landowner.

EXTRA WORK:

Purchaser requesting for extra work and or change in above mentioned specifications towards betterment and fixing of costly items shall be entertained before commencement of the construction work of the specified item and the purchaser/land owner shall be required to pay for the extra work as may be requested by the purchaser/land owner and such request shall be entertained before commencement of the construction work of the specified item and the purchaser/land owner shall be required to pay in advance for the extra cost as maybe determined by the Developer or its Architect/Civil Engineer.

MATERIAL:

Standard materials shall be used for the construction of the proposed building.

"COMMON PORTIONS"

- 1. MAIN ENTRANCE AND EXIT
- Boundary walls and main entrance gate and exit gate.
- Entrance lobby, Staircases, staircase landings on all floor of the said building and the roof of the building.
- 4. Electric service line, electric main line, stair case switch and light and electric machine line box and electric meter for electrical common water pump and common points and lights within the building and/or within the premises and electric meter space and other electrical fixtures and fittings excluding only those as are within the exclusive area of any unit/flat commercial space exclusively for its use.
- Electric water pump space and underground water reservoir overhead water storage tank
 water supply line together with all common plumbing installations and fittings for carriage
 of water excluding only such parts or installations and fittings as are installed within the
 exclusive area of any unit / flat exclusively for its use.
- The underground septic tank and all drainage and sewerage installations and fittings for smooth outlet of waste water and waste materials excluding only such coats or

- installations and fittings which are installed within the exclusive area of any flat/unit, exclusively for its use.
- Such other common parts, areas, equipments, installations, fixtures, fittings spares space and materials in or about the said land and the building as are necessary for passage to and/or user of the flats in common by the other flats of the same building.

THE FIFTH SCHEDULE ABOVE REFERRED TO COMMON EXPENSES

PROPORTIONATE TO THE AREA OF OWNERSHIP

- All costs of maintenance, operating, replacing while washing painting rebuilding, reconstruction, decorating or re-decorating and lighting the common portions and also the outer walls of the said building.
- 2. All charges and deposits for the supplies of common utilities.
- Corporation rates and taxes and other outgoing save those as are separately assessed on the respective flats/units.
- 4. All expenses referred above shall be borne and paid proportionately by the Land Owner/Purchasers/Co-owner from the date of taking over possession of their respective portions or from the date of transfer by Deed of Conveyance whichever is earlier.
- All costs for formation of Association of Owners shall be borne by the owners equally.

THE SIXTH SCHEDULE ABOVE REFERRED TO THE TERMS & CONDITIONS

- The Land Owner / Co-owner / Purchaser / Purchasers shall be entitled to the undivided proportionate hare in the land and / or the common parts of the building and/or in respect of the common services & utilities therein.
- 2) Until separate assessment Land owner/co-owner/purchaser shall bear and pay proportionate share of Kolkata Municipal Corporation rates & taxes and also bear and pay proportionately all common expenses to the respective authorities. Upon mutation of the purchaser name and separate assessment of the purchaser allocated flat the purchaser shall pay and bear such Tax & Rates wholly on imposition in respect of the said flat and

- proportionately in respect of the common portions of the building to the respective authorities.
- 3) The Land owner / co-owner / purchaser will be bound to take delivery of the said allocated unit / flat within fifteen days strictly from the date of receiving of the completion notice or intimation of possession letter of the anid unit/flat by the developer, failure of which the responsibilities of the said flat will go to the purchaser's side.
- 4) Land Owner / Co-owner / purchaser shall be bound to execute Deed of Conveyance in respect of the allocated unit / flat within six month from the date of taking delivery of the said flat strictly, failing of which the responsibilities of making the Deed of Conveyance will go to the purchaser's side only.
- 5) Land Owner / Co-owner / purchase: shall not obstruct or object to the Developer or his men or agents using, allowing others to use, making or transferring the Developers portion and/or any type of constructional work by the Developer on any part of the building or premises, excepting the Land Owner / Co-owner / purchaser's allocated flat.
- 6) Land Owner / Co-owner / purchaser shall not obstruct or object to the developer's selling, granting, transferring rights to any person/person's Company/Companies, any type of organizations, according to the developers choice of any part of the land and/or building, excepting the Land Owner / Co-owner / purchaser's without effecting the right of the Land Owner / Co-owner / purchaser in respect to the common portions of the building.
- 7) After getting delivery of the Unit/Flat in the said proposed building the Land Owner / coowner / purchaser at his own cost or expenses strictly shall do the following:
 - a) Land Owner / Co-owner / purchaser will keep and use the flat and every part thereof and all fixtures and fittings therein which are exclusive parts of the flat property painted and in a good repairs and neat & clean condition and decent and respectable place of abode.
 - b) Land Owner / Co-owner / purchaser will use allotted portions and all common portions
 quietly, peacefully, and carefully and only for the purposes for which they are
 respectively meant.
 - c) Land Owner / Co-owner / purchaser will co-operate with the Developer and Association and/or other flat/space owners in the building for upkeep and proper maintenance and protection of the common portions.
 - d) Land Owner / Co-owner / purchaser will pay all the common expenses and rates & taxes to the Developer / the Association proportionately.

- After getting the delivery of the flat in the said proposed building the Land Owner /
 Co-owner / purchaser strictly shall not do any of the following acts, deeds or things:
- a) Without specific consent in writing of the developer demolish any part of the Land Owner / Co-owner / purchaser flat/space and/or do any constructional addition or alteration work in the Land Owner / Co-owner / purchaser allocated space of any part of it which may effect the vertical, horizontal and /or lateral support provided by the various parts of the unit to the remaining parts of the building or any constructional work which may affect the other co-purchaser / Land Owner/ Co-owner of the building.
- Add or alter any portion, elevation or colour scheme of the building.
- c) Place or caused to be placed any articles or objects in the common areas like cycles, motorbikes, household goods, furniture, machines etc. without specific consent in writing from the developer.
- d) Place or cause to be placed any flower tub, show stand or shoes or any heavy articles in the common stair case and stair caser landings and use the common portions for purposes other than the purposes for which they are meant.
- e) Throw or accumulate or caused to be thrown or accumulated any dust, filth, rubbish, waste materials of refuse of any kind in the common areas save at the place therefore indicated.
- f) Injure, harm, and damage the common portions of any other flat space in the premises or the building by making any addition or alteration and withdrawing any constructional support or by doing any constructional work.
- g) Do or knowingly suffer anything to be done which is likely to cause nuisance or annoyance to the occupant of the other units in the premises and/or neighboring houses.
- h) Use or allow the unit or any part thereof to be used for any club, public meeting, conference hall, nursing home, boarding house, public eating house or other public purposes, without the specific consent in writing from the developer and then from all the related Government departments.
- i) Put up or affix any Signboards, Nameplates, Hoarding, Banner or other things or other similar articles in the common portion or on outside walls of the building in writing by the developer. The Land owner / co-owner / purchaser will however be entitled to fix different nameplates on the main entrance door of the unit.

- Carry on or knowingly suffer being carried on any obnoxious injuries, dangerous, hazardous, immoral or illegal acts in the unit and/or the common portions.
- Keeping or storing any offensive, obnoxious, injurious, dangerous, hazardous, articles in the unit or the building
- Keeping any heavy article on the floor or operate any kind of heavy machine other than the usual home appliances.
- m) Keep or allow any lunatic or any person suffering from any virulent dangerous or infectious disease within the unit or the building.
- n) Affix or draw any cable T.V. broadcasting wire, Television wire, telephone wire or any pipeline from and to through any common portion of the building or outside / inside wall of other units of the building except in their respective flats.
- This agreement shall be valid upon realization of payments to the landowner as per Memo of Consideration and this Agreement.

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

SIGNED, SEALED AND DELIVERED

In the presence of : .

1. Himak Chaiteine 14/13 N.G. Rolls Kol. - 8

2. Poasante Ghosh Adipon Alice Court 1601-29.

Drafted, Identified, Read-over and explained in Bengali by me:-

> Møinak Chatterjee Advocate F 320/2003

and 21 star

Land Owner

JOYOUM CEMCAST PVT. LTD

Director.

Developer

MEMORANDUM OF CONSIDERATION

Received from the Developer a sum of Rs 10,00,000/- In the following manner :

By RTGS UBI, J.L Sarani. Broundson 17/11/8

10,00,000

SIGNED, SEALED AND DELIVERED

In the presence of following persons:

1. Moinak Chattefu 14/13 15 . e. Rose.

(01 that 21 down

Signature of Land Owner

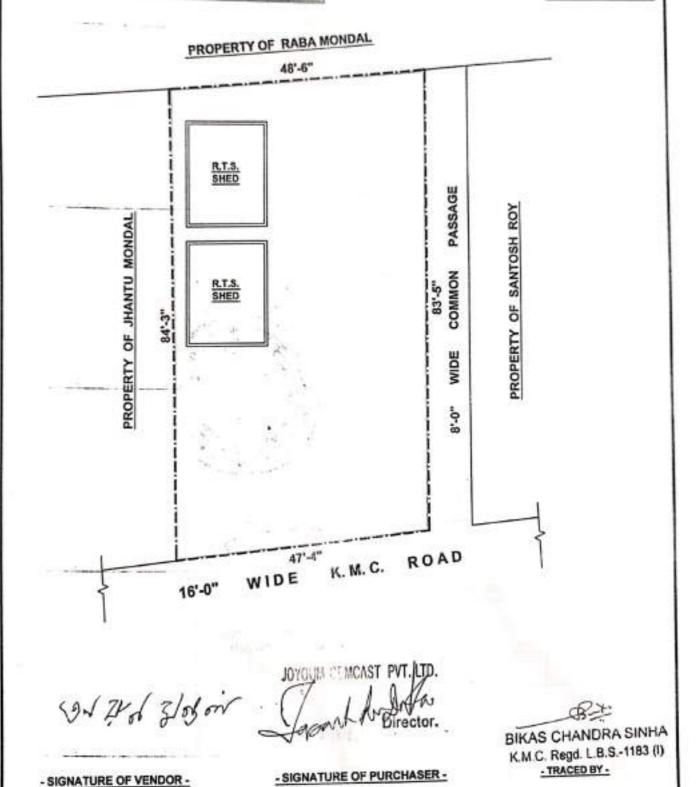
AN AT MOUZA - PURBA BARISHA, IN PART OF DAG NO.- 885, KHATIAN 1023, J.L. NO.- 23, R.S. NO.- 43, P.O.- BARISHA, P.S.- HARIDEVPUR, IN K.M.C. EMISES NO.- 122R, ISHAN GHOSH ROAD, KOLKATA - 700008, DIST. - SOUTH

AREA OF LAND = 05 KT. - 08 CH. - 00 SFT. (MORE/LESS).
& R.T.S. AREA = 300 SFT. (MORE/LESS).

⊕ N

SHOWN IN RED COLOUR [

SCALE:- 1:200



	7	Thumb	1st finger.	middle finger	ring finger	small fi
A	left hand			£ .		
9	right hand					- 35
ature					738	
021.21 of	8/90	Thumb	1st fluger	middle finger	ring finger	small fin
	left hand	1460 1701				
se The	right hand	R. DU7 On K. Thumb	1st finger	middle finger	ring finger	small fir
	hand	UNFX		middle finger	ring finger	small fit
	hand PASH A	UNFX		middle finger	ring flager	small fin
eture. S.A.A.	left hand	Thumb	1st finger			
PHOTO	left hand	Thumb	1st finger	middle finger		
PHOTO	left hand	Thumb	1st finger			

Govt. of West Bengal Directorate of Registration & Stamp Revenue

e-Challan

19-201718-015223839-2

Payment Mode

Counter Payment

GRN Date: 11/01/2018 14:08:18

Bank:

United Bank

BRN:

S52336593

BRN Date: 15/01/2018 00:00:00

DEPOSITOR'S DETAILS

ld No.: 16020000050670/2/2018

[Query No/Query Year]

Name:

THE OM ENTERPRISE

Contact No. :

Mobile No. :

+91 9874524212

E-mail:

Address:

38 NUTANPALLY EAST BARISHA KOL 700008

Applicant Name:

Mr MOINAK CHATTERJEE

Office Name:

Office Address:

Status of Depositor :

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
140.		Sand summer	0030-02-103-003-02	6921
1	10020000000	Property Registration- Stamp duty Property Registration- Registration	0030-03-104-001-16	10053
z	16020000050670/2/2018	Fees		100020
		Tot	al	16974

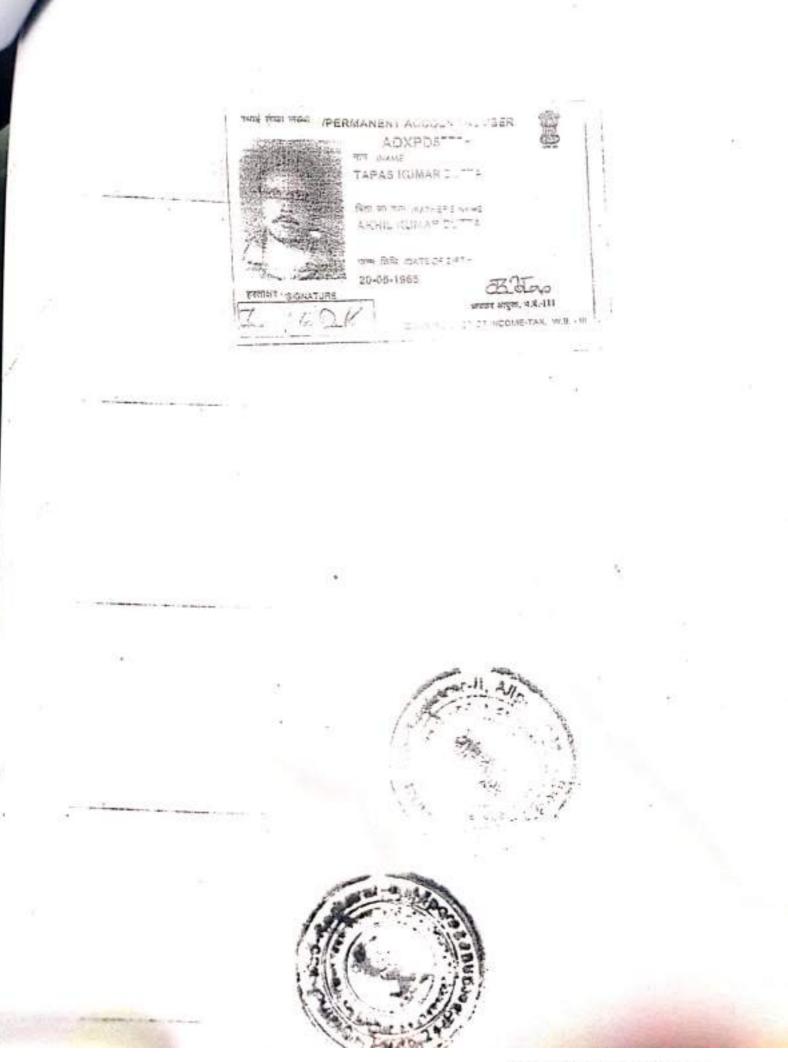
Total

In Words .









Scanned with CamScanner



मारत सरकार GOVE OF INDIA



रक्षाची प्रकात तर्म Parmenent Account this later Card

AAECJ0147N

Terres/169 will entire Date of Recorporation / Ferrostics 28/06/2017

इसकार्यं संध्यातं । सन् ५० कृत्याः सुन्तितः सन् । स्वेदार्षः श्रापकार्यन्तं सम्बद्धः एव एतः जी एतः इयो स्वित्त मंत्री स्टॉलिंग, परोट ग, ३४१, सर्व ५ ००७/ह रोज्ञात कालोनी, दीय बनला मीक क मान qti-411 G16

If this cord is lost I sameone's ion cord is found, of this could it teer? I always to be control for please inflored Antonion to lacome Tax PAN Services Unit, MSBL, 5th floor, Manin Sterling.
Plet No. 141, Survey No. 997th, Model Coloty, New Deep Bungains Cheak, Please - 411-010.

Tel: 91-39-2731 8080, Fax. 91-20-2721 8081 e-mil: timido@nodl.co.m





Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	1602-0000050670/2018	Office where deed will be registered	
Query Date	11/01/2018 5:48:50 AM	D.S.RI I SOUTH 24-PARGANAS, District: South 24- Parganas	
Applicant Name, Address & Other Details	MOINAK CHATTERJEE Thana : Alipore, District South 24-F 7059573299, Status : Advocate	arganas, WEST BENGAL, PIN - 700027, Mobile No.	
Transaction		Additional Transaction	
0110] Sale, Development	Agreement or Construction	[4305] Declaration [No of Declaration ; 2]. [4311] Receipt [Rs : 10,00,000/-]	
agreement	100	Rs. 35.07.133/- Total Registration Fee Payable Rs. 10.053/- (Article:E, E, B, M(b), H)	
Set Forth value	The second second		
Rs. 10,00,000/-			
Total Stamp Duty Payable	(SD)		
Rs. 7,021/- (Article:48(g))			
Mutation Fee Payable	Expected date of Presentation of Deed	Stamp	
		Rs. 100/-	

District. South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ishan Ghosh Rd., Premises No. 122R Pin Code: 700008

Seh	Plot	Khatian	o. 122R Pin Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	Number	Number	Proposed Bastu		5 Katha 8 Chatak	The second secon	34.07.133/-	Width of Approach Road: 16 Ft.
_		Total:		-	9.07500000Dec	9,00,000 /-	34,07,133 /-	

Structure Details : Sch Structure		Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	The state of the s	Structure Type: Structure
S1	On Land L1	300 Sq Ft.	1,00,000/-	1,00,000/-	Structure 13pe

Gr. Floor, Area of floor: 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type, Tiles Shed, Extent of Completion: Complete

	of the second second second second	The state of the s	
Total: 300.00000 sq ft	1,00,000 /-	1,00,000 /-	
10181 1 200.00000 54 11	.,		



Lord Details :

ARUN MONDAL	Status	Execution Admission Details :
Son of Late BHUTNATH MONDAL, 117 KAILASH GHOSH ROAD, Post Office: BARISHA, Thakurpukur. District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Crizen of, India, PAN No. BXDPM1646K, Status:Individual, Executed by: To be Admitted by: Self	Individuat	Executed by: Self , To be Admitted by: Self

Developer Details :

SI No	Marile & address	Status	Execution Admission Details :
	JOYOUM-CEMGAST PRIVATE LIMITED (Sole Proprietoship .38 NATUN PALLY, Post Office: BARISHA, Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 PAN No. AAECJ0147N, Status::Organization, Executed by: Representative	1 1 DANGERS 03000001	Executed by: Representative

Representative Details:

SI No	Name & Address	Representative of
1	100000000000000000000000000000000000000	JOYOUM CEMCAST PRIVATE LIMITED (as PROPRIETOR)

Identifier Details:

Name & address

Mr MOINAK CHATTERJEE

ALIPORE JUDGES COURT, Post Office: ALIPORE, Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of ARUN MONDAL. Mr TAPAS KUMAR DUTTA

	fer of property for L	To with area (Name-Area)	
	From ARUN MONDAL	JOYOUM CEMCAST PRIVATE LIMITED-9.075 Dec	
		JOTOOM CEMOAST THAT	
	And the second s	and the state of t	
rans	er of property for S	The state of the s	
-	er of property for S	To with area (Name-Area)	
I.No	fer of property for S From ARUN MONDAL	To. with area (Name-Area) JOYOUM CEMCAST PRIVATE LIMITED-300 Sq Ft	



AS-2 of 3

	If the given information are found incorrect, the Query is valid for 30 days for a Payment	The annual control of the control of
2	Query is valid for 30 days for e-Payment. Asset 24/02/2018 for registration.	issed market value & Query is valid for 44 days i.e. upto
3.	Standard User charge of Pe 240/ (P	AND THE PROPERTY OF THE PARTY O
4.		o hundred fourty) only includes all taxes per document upto en) only for each additional page will be applicable. es can be made if Stamp Outy or Registration Fees payable.
5.	e-Payment is compulsory if Starre D	The second of th
6.	2017 Stock of both Well 2nd May 2017	one and subjected to final verification by the concerned
7.	Quoting of PAN of Seller and Programs is a post-	when the market value of the property, exceeds Rs. 10 lac does not have a PAN, he/she has to submit a declaration in
8.	Rs 50/- (Rupees fifty) only will be charged from	the Applicant for issuing of this e-Assessment Slip if the lite/Municipal Corporation/Notified Area.
9.		and registration fees are paid electronically i.e. through en mutation fee are required to be paid at the concerned
	± 114	
	363	

Major Information of the Deed

No i	I-1602-00690/2018	1987 3.7 8.8		
No I Year	1602-0000050670/2018	Date of Registration 18/01/2018		
Applicant Name, Address	11/01/2018 5:48:50 AM	Office where deed is registered		
	MOINAK CHATTERJEE	D S R - I I SOUTH 24-PARGANAS District South 24-Parganas		
Transaction	7059573299, Status Advocate	THE STATE OF THE S		
	Agreement or Construction	Additional Transaction		
arnoment	Agreement or Construction	[4305] Other than Immovable Property.		

101101 Sale, Develo	pment Agreement	Additional Transaction
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs 10.00.000/-]
Set Forth value	A CONTRACT OF THE PARTY OF THE	Market Value
Rs 10,00,000/-		Rs 35.07,133/-
Stampduty Paid(SD)		Registration Fee Paid
Rs. 7,021/- (Article:4	(8(g))	P= 10.053/- (Article:E, E, B, M(b), H)
Remarks	Received Rs. 50/- (FIFTY only	y) from the applicant for issuing the assement slip. (Urba

area)

Land Details:

District: South 24-Parganas, P.S.- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road Ishan

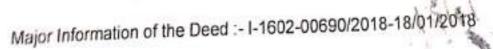
Ghos Sch	h Rd Prem Plot	Khatian		Use	Area of Land	SetForth	Market	Other Details
No	Number		Proposed	Company of the Compan		Value (In Rs.)	Value (in Rs.)	Width of Approx
1.1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	17,917,000,000	Bastu		5 Katha B		34,07,100	Road: 16 Ft.,
			The state of the s		Chatak		34,07,133 /-	
-	-	Total:			9.075Dec	9,00,000 /-	34,07,1331	
	Grand	Total:						

Structure Details:

Struct	ure Details :		- 15 Ab	Market value	Other Details
Sch	Structure	Area of	Setforth Value (In Rs.)	(In Rs.)	STORY OF STREET
No	Details	Structure		1,00,000/-	Structure Type: Structure
S1	On Land L1	300 Sq Ft.	1,00,000/-	1,00,000	

Gr. Floor, Area of floor: 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type Shed, Extent of Completion: Complete

Total c	300 sq ft	1,00,000 /-	1,00,000 /-	
Total:	200 24 11			



oetails : Address, Photo, Finger print and Signature

Name	Photo			Fil.
ARUN MONDAL		Fringerprint	Signature	OP:
MONDAL Executed by: Self, Date of Execution: 17/01/2018 Admitted by: Self, Date of Admission: 17/01/2018 ,Place Office	1 1/2 1 A		12174 7/40	
117 KATLASH CHOCK DO	17/01/2018	17/01/2018	17/01/201#	

17 KAILASH GHOSH ROAD, P.O:- BARISHA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BXDPM1646K, Status :Individual, Executed by: Self, Date of Execution: 17/01/2018 Admitted by: Self, Date of Admission: 17/01/2018 ,Place: Office

Developer Details +

SI No	Name, Address, Photo, Finger print and Signature
	JOYOUM CEMCAST PRIVATE LIMITED 38 NATUN PALLY, P.O:- BARISHA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008, PAN No.: AAECJ0147N, Status :Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Mr TAPAS KUMAR DUTTA (Presentant) Son of Late A DUTTA Date of Execution - 17/01/2018, Admitted by: Self, Date of Admission: 17/01/2018, Place of			Joseph La Starton
Admission of Execution: Office	Jan 17 2018 2:27PM	LTI 17/01/2018	17/01/2018

38 NUTUN PALLY, P.O:- BARISHA, P.S:- Thakurpukur, District:-South 24 India, PIN - 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADXPD5777H Status : Representative, Representative of ; JOYOUM CEMCAST PRIVATE LIMITED (as PROPRIETOR)

Identifier Details:

Name & address

Mr MOINAK CHATTERJEE

Son of Mr AMALESH CHATTERJEE

ALIPORE JUDGES COURT, P.O.- ALIPORE, P.S.- Alipore, District: South 24-Parganas, West Bengal, India, PIN -700027, Sex. Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, Identifier Of ARUN MONDAL, Mr TAPAS KUMAR DUTTA

Major Information of the Deed :- I-1602-00690/2018-18/61/2018

.No	fer of property for L From	
0.0	ARUN MONDAL	To. with area (Name-Area)
rans	fer of property for S	JOYOUM CEMCAST PRIVATE LIMITED-9 075 Dec
I.No	From	
	ARUN MONDAL	To, with area (Name-Area) JOYOUM CEMCAST PRIVATE LIMITED 300 00000000 Sq. 51

Endorsement For Deed Number: I - 160200690 / 2018

On 17-01-2018

Howal Chatty

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

Presented for registration at 13:00 hrs on 17-01-2018, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr TAPAS KUMAR DUTTA ...

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 35.07.133/-

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

Execution is admitted on 17/01/2018 by ARUN MONDAL, Son of Late BHUTNATH MONDAL, 117 KAILASH GHOSH ROAD, P.O. BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Business

Indetified by Mr MOINAK CHATTERJEE, , , Son of Mr AMALESH CHATTERJEE, ALIPORE JUDGES COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 17-01-2018 by Mr TAPAS KUMAR DUTTA, PROPRIETOR, JOYOUM CEMCAST PRIVATE LIMITED (Sole Proprietoship), 38 NATUN PALLY, P.O.- BARISHA, P.S.- Thakurpukur, District -South 24-Parganas, West Bengal, India, PIN - 700008

Indetified by Mr MOINAK CHATTERJEE, . , Son of Mr AMALESH CHATTERJEE, ALIPORE JUDGES COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/- ,E = Rs 21/- ,H = Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,053/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/01/2018 12:00AM with Govt. Ref. No: 192017180152238392 on 11-01-2018, Amount Rs: 10:053/-Bank: United Bank (UTBI00CH175), Ref. No. S52336593 on 15-01-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1602-00690/2018-18/01/2018

nt of Stamp Duty

med that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/- by ne = Rs 6,921/-

† Stamp: Type: Impressed, Serial no 340, Amount. Rs. 100/-, Date of Purchase: 07/12/2017, Vendor name. S.C. Halder Description of Online Payment (1977) Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department Govd of VRI Online on 15/01/2018, 12:00AM with Control Receipt Portal System (GRIPS), Finance Department Receipt Portal System (GRIPS), Finance Depar Online on 15/01/2018 12:00AM with Govt. Ref. No. 192017180152238392 on 11-01-2018, Amount Pa. 5-5211, Bank United Bank (UTBi0OCH175), Ref. No. S52335593 on 15-01-2018, Head of Account 9030-02-103-003 02

Bandley

Rina Chaudhury DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 18-01-2018

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 48 g) of Indian Stamp Act 1899.

Foulthing.

Rina Chaudhury DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -11 SOUTH 24-PARGANAS South 24-Parganas, West Bengal

olume number 1602-2018, Page from 42245 to 42278 being No 160200690 for the year 2018.



Digitally signed by RINA CHAUDHURY Date: 2018.02.02 11:04:42 +05:30 Reason: Digital Signing of Deed.

Braudhmay

(Rina Chaudhury) 02/02/2018 11:04:23
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)