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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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 G. No 154  
 02/09/13

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02 SEP 2013



**DEED OF DEVELOPMENT AGREEMENT**

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 2<sup>nd</sup> day of September 2013

**B E T W E E N**

SRI BIJOY ROY son of Late Madhu Sudhan Roy by faith Hindu, by occupation Business by Nationality Indian permanently residing at Holding No. 79, Kalitala, (Postal Address: D-62, Laskarpur, Kalitala Purbapara) P.S. Sonarpur, P.O. Laskarpur, Dist: 24-Parganas(S), Kolkata-700153 hereinafter referred to as the OWNER (which expression shall unless otherwise repugnant to the context be deemed to mean and include his respective heirs, executors, representatives, administrators and assignees) of the ONE PART.

Contd.....Pg/2.

Senal. 8612 Date 30/08/13  
Name Anil Chandra Ghosh  
Address E-14, Sammilani Park  
Rs. 1000/- Kol-75

  
A. K. PURKAYASTHA (Stamp Vendor)  
Alipore Police Court, Kol - 27







Atak Datta.  
son of Birinjan Datta.  
c/125, Sonalipark.  
Bansbari,  
Kolkata-70.  
Service.



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**AND**

"M/S. RAJ-LAKSHMI ASSOCIATE" a proprietorship concern, having its office at E-14, Sammilani Park, P.O.- Santoshpur, P.S.-Survey Park, Kolkata-700 075 represented by its proprietor SRI ANIL CHANDRA GHOSH son of Late Surendra Chandra Ghosh by faith Hindu, by national Indians, permanently residing at 2081, Chak-Garia, P.O.-Santoshpur, P.S.- Survey Park, Kolkata-700 075 hereinafter referred to as the **PROMOTER/ BUILDER/ DEVELOPER /CONTRACTOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives, administrators and assignees) of the **SECOND PART**.

**WHEREAS:-**

By a Deed of INDENTURE, dated 23.06.1994, executed by GOVERNOR OF THE STATE OF WEST BENGAL therein as the DONOR of the One Part in favour of Sri Bijoy Roy son of Late Madhu Sudhan Roy, referred to therein as the DONEE of the other part, which was registered in the office of the Addl. District Registrar Alipore of South 24 Parganas and recorded in Book No.1, Volume No. 3, Pages from 177 to 180, being No. 195 for the year 1994, the DONOR therein, mentioned therein had gift, sold, transferred and conveyed followed by delivery of possession of all that piece and parcel of homestead land measuring about 4K-00Ch-00Sft more or less in LOP E/P No. 1814, pertaining to C. S. Plot No. 358 Mouza-Laskarpur, J.L. Bo.57, Police Station - Sonarpur, Dist.-South 24 Parganas, (Which is more fully and particularly described in Schedule "A" hereinafter written)

The Developer has approached the owner and have requested the owner to permit him to develop the said Schedule Property as per plan that may be sanctioned by the Rajpur-Sonarpur Municipality and to put up building / buildings at his own costs and expenses and after several round of discussions amongst the parties, they reached in conclusion to develop the project in the following manner as appear hereinafter.

NOW THIS AGREEMENT WITNESSETH THAT the parties hereto have agreed to abide by the terms and conditions of this Agreement appearing hereunder and the terms hereunder excluded by or repugnant to the subject or context shall mean the followings:

**ARTICLE-I: DEFINITION.**

- 1. OWNER:** SRI BIJOY ROY son of Late Madhu Sudhan Roy by faith Hindu, by occupation Business by Nationality Indian permanently residing at Holding No.79, Kalitala, (Postal: Address. D-62, Laskarpur, Kalitala Purbapara) P. S. Sonarpur, P.O. Laskarpur, Ward No.28 at present 30, Dist: 24-Parganas(S), under Rajpur Sonarpur Municipality Kolkata-700153 also include his respective heir or heirs, transferees, nominees, and his respective liabilities that is owner's liability for land title thereon.
- 2. PROMOTER/BUILDER/DEVELOPER:** "M/S. RAJ-LAKSHMI ASSOCIATE" a proprietorship concern, having its office at E-14, Sammilani Park, P.O.- Santoshpur, P.S.-Survey Park, Kolkata-700 075 represented by its proprietor SRI ANIL CHANDRA GHOSH son of Late Surendra Chandra Ghosh by faith Hindu, by national Indian, residing at 2081, Chak-Garia, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700 075 and also include his respective heir or heirs, transferees, nominees, and his respective liabilities that is Promoter/Builder/ Developer's liability for total construction thereon.

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3. **LAND/PREMISES** : All that piece and parcel of homestead land measuring about 4K-00Ch-005ft more or less in LOP E/P No. 1814, pertaining to C.S. Plot No. 358, Mouza-Laskarpur, J.L. No.57, being its Holding No. 79, Kalitala, (Postal: D-62, Laskarpur, Kalitala Purbapara) P. S. Sonarpur, P.O. Laskarpur, Ward No.28 at present 30, Dist: 24-Parganas(5), under Rajpur Sonarpur Municipality Kolkata-700153
4. **BUILDING** : Building shall mean the multi-storied building to be constructed at the said premises/holdings thereon for residential purposes and covered car-parking space or spaces if any including open car- parking space / spaces with all necessary fittings and fixtures and common spaces to be constructed by the Promoter/Builder/Developer in accordance with the building plan and specification sanctioned by the appropriate authority of the Rajpur Sonarpur Municipality.
5. **COMMON FACILITIES** : Common facilities shall mean the area of lobbies, passage, roof, stair-cases, landing and other portion of the building intended or required for egress and ingress to any portion/flats for the use of the co-owner of the flats/rooms the top floor etc. and equipment and accessories. Provided for and/or reserved in the said building like motor pump, electric installation with plumbing, drainage and other installation, fittings, fixtures and machinery for common use and enjoyment more fully.
6. **OWNERS' ALLOCATION** :- Owner's Allocation shall mean the area as mentioned in the Owner's Allocation in Article - V(a).
7. **DEVELOPER'S ALLOCATIONS** :- Promoter/Builder/ Developer's allocation shall mean the balance area after allocation of the owner's allocation as mentioned in Consideration and space allocation in article-V(b) mentioned hereunder.
8. **ARCHITECT** :- Architect shall mean such person/persons duly qualified, firm or company whom the Promoter/Builder/ Developer may appoint as architect for planning, designing and supervising the construction of the building at the site on behalf of the Promoter/Builder/ Developer.
9. **BUILDING PLAN** :- BUILDING PLAN shall mean the plan for the construction of the said building as per sanction plan to be sanctioned by of the Rajpur Sonarpur Municipality and shall include any amendments thereto and/or modifications thereof, at the initiative and expenses of the second party and as and whereas basis total cooperation from owner.

## ARTICLE-II

### TITLE AND INDEMNITIES INCLUDING CONSTRUCTIONAL OBLIGATIONS

1. The owner declares and represent that he has good and absolute right, title to the said property and he has a marketable title to enter into this Agreement with the Promoter/Builder/ Developer. Both the owner and Promoter/Builder/ Developer declare that the original title deeds and relevant documents are lying with the Promoter/Builder/ Developer and its prospective buyers shall have right to inspect the title deeds and relevant documents as and when required. The Promoter/Builder/ Developer do hereby agreed to give all the originals title deeds and relevant document back to the owners' intact immediately after giving possession of all the prospective buyers.
2. All expenses and liabilities for according to the Sanction plan shall be borne by the Promoter/Builder/ Developer and the owners shall not be liable to bear any expenses and liabilities whatsoever.

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3. That the Promoter/Builder/Developer shall sign (on behalf of owner) and execute all Building Plan and papers relating thereto for the building to be constructed at the said land of the owners, so that the Promoter/Builder/ Developer can proceed with the construction on getting sanction or such plan concerning the said land. All expenses for preparation or such building plan and necessary fees for obtaining sanction thereof including all other incidental expenses shall be borne by the Promoter/Builder/ Developer.
4. The Promoter/Builder/ Developer undertakes to construct the Building in accordance with the Building plan to be sanctioned by the appropriate authority and also undertakes to pay any damages, penalties and/or compounding fees payable to the authority.
5. That the owners herein shall hand-over the vacant possession of the said plot or land including the old one storied dilapidated building structure in favour of the Promoter /Builder/ Developer within 15 (fifteen) days from the date of sanction of building plan. The Promoter/Builder/ Developer shall issue a possession letter to the owner after taking possession of the said plot.
6. That the Promoter/Builder/ Developer shall act as an independent contractor in the matter of construction of the building and also undertake to keep the owner indemnified from and against all third party claims or compensation and action arising out of any act relating to the construction of the proposed Building to be constructed on the said land of the owners.
7. It is hereby agreed by and between the parties that the Promoter/Builder/ Developer shall complete the building in all respects as per specification attached here-with within 24(twenty-four) months from the date of getting plan sanction from the Rajpur Sonarpur Municipality.

#### ARTICLES - III : EXPLOITATION RIGHT

1. After execution of this agreement made in terms thereof the owner shall grant exclusive right to the Promoter/Builder/ Developer to build upon and to commercially exploit the said plot of land on the basis of the layout plan approved by the owners by constructing thereon residential flat system building.
2. That the owner shall execute an Registered Development Power of Attorney in favour of the Promoter/Builder/ Developer, so that the Promoter/Builder/ Developer shall at before any authority/authorities for getting sanction, to deposit fees and other necessaries papers for such sanction, to construct such flat system building thereon, to negotiate with the intending purchaser/purchasers of flat/flats to fix up the price of the flat/flats/parking space/shop at its own discretion and receive the booking money or advance payment/full consideration of the flat/flats in respect of the developers' allocation. To appear before any registration authority/authorities for registration of the said flat/flats together with the undivided un-demarcated proportionate share of land after completion of the said building in favour of the nominee/nominees or respective buyer/buyers in respect of the Promoter/Builder/ Developer's allocation.

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3. All Applications, plans and the other papers and documents referred to here-in-above shall be submitted by or in the name of the Owner but otherwise at the costs of the Promoter/Builder/ Developer, and the Promoter/Builder/ Developer shall pay and bear all submission and other like fees, charges and expenses required to be paid or deposited for such sanction of the Building Plan or otherwise to obtain sanction for the construction of the said building on the said land.
4. The Promoter/Builder/ Developer shall abide by all the laws, by-laws 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, by-laws and regulations.
5. That the First Party has confirmed that good title over the entire plot of land in question and the land free from all sorts of encumbrances whatsoever and they have lawful right to sign and execute this agreement. And the First Party also confirmed that prior to execution of this agreement they have not encumbered the property anybody else on execution of any type of agreement each share i.e. in a nut shell the schedule property is free from all sorts of encumbrances and it is free from any type of litigations. And right now the owner has not received any notice of acquisition and requisition from any authority. The First Party also undertakes to deliver vacant khas possession of the land free from all encumbrances within 7 days from the date of plan sanction to the developer for development purpose.
6. That both parties commit and undertake to play their role faithfully and sincerely and cooperate with each other in its true sense and in order to successfully complete the propose project.

#### ARTICLE-IV : BUILDING

1. The Promoter/Builder/ Developer shall have exclusive right to construct the building on the said land and premises at his own cost in accordance with the sanction Plan to be sanctioned, without any hindrances or obstruction from the owner or any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the building shall be only as per the choice of the Promoter/Builder/ Developer. The Promoter/Builder/ Developer hereby undertake to construct the building in accordance with the sanctioned building plan maintaining the rules and regulations of the Rajpur Sonarpur Municipality and shall use quality Building materials.
2. The owner shall put the Promoter/Builder/ Developer in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the Promoter/Builder/ Developer and shall not disturb or cause any obstruction in the construction or development of the said land. It is made clear that it shall be obligatory on the part of the owners to put the Promoter/Builder/ Developer in vacant possession of the said land in terms of this Agreement.
3. The Promoter/Builder/ Developer hereby undertakes to construct the Building diligently and expeditiously and to hand over the owner's allocation to the owner herein within 24(twenty-four) months from the date of getting sanction plan from Rajpur Sonarpur Municipality.

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**ARTICLE- V : CONSIDERATION AND SPACE ALLOCATION**

1. In consideration having agreed to commercially exploit the said premises by constructing residential flat system building thereon, the first party herein SRI BIJOY ROY entitled to nonrefundable amount of Rs.6,50,000/00 (Rupees six lakh fifty thousand only) from Promoter/Builder/Developer by following two installments, particularly mentioned at Memo of Part Consideration hereunder.
  - (i) On the signing of this Agreement Rs. 4,00,000/00 (Rupees four lakh only)
  - (ii) Rs.2,50,000/00 (Rupees two lakh fifty thousand) only, within 30 days after plan sanction and also handed over the possession of old dilapidated one storied building to Promoter/Builder/ Developer.
  
2. The owner herein of the First Party shall be exclusively entitled to 50 % of the total built-up area on Flat and 50%(fifty) covered parking and shop/shops (if any) at Ground Floor with proportionate share of service area with other common right, facilities and proportionate share of land hereinafter referred to as Owner's allocation.  
*Built-Up Area= Covered area of the said flat except stair and lift (if provide) + Prop. share of stair +stair head room and lift with lift head room (if provide)*
  
3. That the Second Party herein the Promoter/Builder/ Developer shall be entitled to balance 50%(fifty) of total sanction covered area, and also 50% covered parking space/ spaces or open parking space /spaces and shop/shops (if any) at Ground Floor and also other common right, facilities and service area including proportionate share of land hereinafter referred to as Promoter/Builder/ Developer's allocation.
  
4. Proposed attached plan showing the arrangement is enclosed forming a part of this deed.
  
5. Choice of allocation are as follows: (as per proposed plan subject to sanction)

**Owner's Allocation:** (a) Entire First Floor being

  - (i) Flat no 1A(South-East),
  - (ii) Flat No 1B(North-East)
  - (iii) Flat No,1C(South-West)

(b) One Flat at top (3<sup>rd</sup>) floor being Flat No. 3B (North-East)

(c) Covered Parking Nos. 4, 5 and 6.

**Developer's Allocation:** (a) Entire Second Floor being

  - (i) Flat No. 2A(South-East)
  - (ii) Flat No. 2B, (North-East)
  - (iii) Flat No.2C (South-West)

(b) One Flat at top (3<sup>rd</sup>) Floor being Flat No. 3A(South-East)

(c) Covered Parking space Nos. 1, 2 and 3.

The Flat being No 3C (South-West) at Top (3<sup>rd</sup>) Floor shall sale to any intending purchaser jointly both by the Vendor and Promoter /Builder/ Developer.
  
6. In exchange of existing old dilapidated one storied building the Builder/ Developer / Contractor herein M/S. Raj-lakshmi Associate shall pay house rent @Rs.8000/00(Rupees eight thousand) per month till possession of owner's allocation from the date of vacant of his(vendor) existing old dilapidated one storied building.

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7. That the owners shall be entitled to sale, transfer or dispose of or otherwise deal with the owner's allocation to his nominees in the building without disturbing the Promoter's/Builder's/Developer's Allocation situated thereon with the exclusive right to deal with or to enter into agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the Promoter/Builder/ Developer and the Promoter/Builder/Developer or any person/persons lawfully claiming through it shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation or any person or persons claiming through or the nominee or nominees of the owners.
8. That the Promoter/Builder/Developer shall be exclusively entitled to the Developer's allocations in the said building without in any disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever for howsoever of the owners and the owners or any person or persons with or disturb the quiet and peaceful possession of the Developer's allocations or any person or persons claiming through or the nominee or nominees of the Developer's save and except common parts and areas as referred to in clause of owner's allocations.
9. In consideration having agreed to commercially exploit the said premises by constructing residential flat system building thereon, both the first party and Second Party shall compulsorily liable to pay Service Tax in their respective share of allotted Flats and parking spaces.

#### ARTICLE-VI:COMMON FACILITIES.

1. As soon as the Building complex / project is completed, the Promoter/Builder/Developer shall hand-over the possession of the owner's Allocation within the above noted stipulated period and on and from the date of putting the owners in possession of the Owner's allocation and at all times thereafter the owner shall be exclusively responsible for payment of all Rajpur Sonarpur Municipality and property taxes, duties, dues and other statutory outgoing and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as "THE SAID RATES") payable in respect of the Owner's allocation and equally the Promoter/Builder /Developer and / or his nominees shall be exclusively responsible for payment of all the said rates payable in respect to the Developer's Allocation. The said rates to be pro rata with reference to the constructed area in the building if they are lived on the building as a whole. The certificate of the Architect for the time being in respect of the said building as to completion of the said building and the quality shall be final and binding on the parties.
2. The parties shall particularly and regularly pay the said rates to the concerned authorities or to such other person or concern as may be mutually agreed between the parties after taking physical or written possession at their respective flats and Registration their sale of deed as mandatory for the purpose of assessment their property tax under Municipality whose jurisdiction the property is situated.

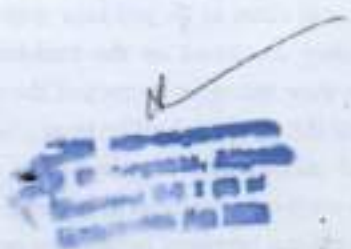
#### ARTICLE-VII:- COMMON RESTRICTIONS

1. The Owner's Allocation in the building shall be subject to the same restrictions on terms and uses are applicable to the Promoter/Builder/Developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include the followings:-

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SECTIONAL INFORMATION

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2. The Purchaser shall use their allocated flat for the purpose of Residential only and never can use the same as any commercial purpose like Hotel, Nursing Home, Show room whatsoever and shall not be entitled to keep any combustible or contra banned goods inside the flat save and except which are permissible by law that may be used for domestic purpose only and the owner's/occupiers shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any other illegal and immoral trade or activity. Nor use or allow the same to be used for any purposes, which may create a nuisance or hazard to the other occupiers of the building.
3. The owner or the Promoter/Builder/Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the prior consent of the developer. Management, Society/ Association / Holding Organization (envisaged hereinafter on this behalf).
4. The owner or the Promoter/Builder/Developer or any of their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. In their respective allocation 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 owners / or the Promoter/Builder/Developer and other occupiers of the building as the case may be indemnified from and against the consequences of any breach.
5. No goods or other items shall be kept by the owners or Promoter/Builder/Developer or any of their transferees for display or otherwise in the corridor or other place for common use in the building and no hindrances shall be caused in any manner in the free movement in the corridor and the other place of the common use in the building and in any case of such hindrances is caused by them and in what event of the Owners / Promoter/Builder/Developer or the Management / Society/ Association / Holding Organization shall be entitled to remove the same at the risks and cost of the person who keeps goods or create such hindrances.
6. That the owner / owners or the Promoter/Builder/Developer or any of their transferees shall permit the owners / developer or the Management / Society/ Association / Holding Organization or its servants and agents with or without workmen and other at all reasonable times to enter in the building and any part thereof and the owners or developer or any of their transferees as the case may be rectified immediately upon the receipt of such notice all such defects of which notice in writing shall be given by the Owner / Promoter/Builder/Developer or the Management / Society/ Association / Holding Organization.
7. The owner's/Occupiers shall not throw or accumulate any dirt, rubbish, waste or together refuse or permit the same to be thrown or allow the same to be accumulated in their flats or car-parking or any portion of the building or the Schedule Land or which the boundary of the complex. Flat owner's association after discussion with the member would propose and adopt a system so that all daily garbage, dirt, rubbish, waste would be collected by the labour of Rajpur Sonarpur Municipality, to be engaged for the dispose from each occupier in a monthly manner as per existing practice prevailing in the adjoining Flat/complex against in payment of charges as per schedule rate to be fixed up by the said authority.

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8. That the Owners, the Promoter/Builder/Developer or any of their transferees shall permit the owners/developer or the Management/Society/Association/Holding Organization and its servants and agents with or without workman or other at all the reasonable time into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition, any common facilities and/or for purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.
9. As soon as the Building is completed the Promoter/Builder/Developer shall give written notice to the owners to take possession of the owners' allocation in the said building complete in all respect and from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all municipal taxes and other taxes and other impositions as whatsoever payable in respect of the said date and the Promoter/Builder/Developer shall be exclusively responsible for payment of all the said taxes, payable in respect of the Promoter/Builder/Developer's allocation.
10. That the purchaser/purchasers hereby agreed and undertake to be a member of Flat/Unit owner's Association also abide by all terms and condition of this agreement and others terms and condition made by the flat owner's association provided to all purchasers/occupiers.
11. That the purchaser/purchasers shall pay the cost for the preparation of agreement for sale (either Registered or un-Registered)/Sale Deed or Deed of Conveyance or in such Deed of Transfer of Transfer which will be Executed and Registered in the Proper Registration office by the Advocate of the Developer, along with fees and charges for stamp duty, Registration fees and all other identical charges shall be borne by the purchaser and then the Developer shall give Registration of the said Deed of Conveyance or other in favour of Purchaser/s and also procure the Execution of the said Deed of Conveyance/others and the Purchaser in this connection shall pay the legal fees to the Developer's advocate for all documentation.
12. Each of the above party shall keep other party indemnified from against any losses and damages whatsoever by such Act/violation of the terms and condition of this Agreement.
13. That the owner's and all the occupiers of the building shall be proportionately borne all expenses for maintenance, repairing in respect of the Common Parts of the said building/complex and also all expenses for running and operating all common machineries, equipments and transformer, other common installation of the proposed multistoried building.

#### ARTICLE -VIII: MISCELLANEOUS

1. That the Promoter/Builder/Developer shall be at liberty to advertise in the daily news paper for sale of the flats to be constructed on the said land to put their banners on the land to employ durwan, caretaker for sale of the project, to invite the application from the intending purchaser/purchasers and to do all the acts, deed and things as may be necessary or required for successful implementation of

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- the project to negotiate with the intending buyers to prepare the deeds of sale collection of the payment from the buyers as per agreement between themselves PROVIDED that the terms and conditions of such agreement of sale deeds do not affect any reasonable interest to right of the owners relating to the possession /enjoyment of the owners' allocation PROVIDED that all cost and expenses incidental charges to all acts, deeds and things shall be borne by the Promoter/Builder/Developer or intending buyers.
2. If necessary the owners shall be liable to execute the deed of conveyance in respect of the Promoter's/Builder's/Developer's allocation in favour of the nominated person /persons and /or purchaser/purchasers of flats of the Promoter's/Builder's /Developer's allocation and if the owners fail or neglect to appear before the registration authority and execute the said deed, the Promoter/ Builder/ Developer shall be entitled to register the same through specific performance of contract act by the order from the appropriate court of law.
  3. All costs, taxes, charges and expenses including Architect's fees shall be discharge and paid by the Promoter/Builder/Developer and the owners shall not be responsible in this context.
  4. As soon as the building is completed as per this agreement, the Promoter/Builder /Developer shall give written notice to the owners requesting the owners to take possession of the owner's allocation in the building and there being no dispute only regarding the completion of the building in terms of this agreement and according to the construction and plan thereof and certificate of Architect being proceed to the effect thereafter 7(seven) days from the date of service of the such notice and at all times thereafter then only the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, dues and other public outgoing and impositions on the owners construct and complete the said new building and various limits and /or apartments thereon in accordance with the sanction building plan and any amendment thereto or modification thereto made or cause to be made by the Promoter/Builder / Developer provided however no alteration or modification shall be made in the owners' allocation without the consent of the owners' in writing.
  5. That the owner and the Promoter/Builder/Developer shall punctually and regularly pay for their respective allocation on and from the date of service of the notice of possession the owners also shall be responsible to pay and bear and shall pay on demand to the Promoter/Builder/Developer, the service charges for the common facilities in the new building payable with respect of the owners' allocation and the said charges to include proportionate share for water, servicing charges and taxes, light, sanitation and maintenance, operational, repair, renewal charges for bill collection and management of the common facilities, renovation replacement, repair and maintenance charges and expenses for the building and /or all common pipes, electrical wiring and mechanical installation, appliances and Equipments, stairways, corridor, halls, passages, shapes, parkways, and other common facilities whatsoever may be mutually agreed from time to time.
  6. All disputes and differences arising out of this agreement shall be referred to the sole Arbitrator to be nominated by the parties hereto for adjudication in case the parties agreed upon on and such arbitrator shall be conducted in accordance with

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- the provision of the Indian Arbitrator Act 1996 or statutory modification thereof for the time being in force. The decision for the arbitrator shall be final and binding on all of the Parties, but at first both Parties shall extend their hands of co-operation to meet up all disputes and differences among themselves amicably.
7. That the residential flat and the car-parking spaces is herein agreed to sell under this agreement for sale, out of developer's allocation and due to avoid any litigation, intricacy, disputes and differences in future, in respect of said allocation, the Registered agreement for Development shall be self-Explanatory and the said Flat and Car-parking space under the Agreement for sale are both out of Developer's Allocated Position and the Developer's may receive full Consideration value at the same from the Purchaser and commercial exploit the said money.
  8. After giving possession of the flats to the Purchasers, they shall take temporary Electric connection from the common commercial meter and use the same until the permanent Electric Connection and meter available in his/ her/their name in accordance with proper proceedings and during this time the said flat occupier shall use sub meter and the cost of the same to be borne by the purchaser and also pay the amount as per unit(on commercial rate per unit)to be calculate with other charges to the Developer /Management of the complex on first week of every calendar month failure to which, the concerned authority may disconnect the line . Further it is urgently noted that of all electric connection either temporary or permanent all charges shall be borne by the flat owners/co-occupiers/owner (owner's allocation) including proportionate share of transformer taking charges to the said building/complex.
  9. The Builder /Developer/Contractor shall arrange common Electric Meter and all the occupiers including owner shall bear all cost and expenses including hidden cost.
  10. That this agreement is valid subject to the signature all the owners appearing on this presents.
  11. **TIME LIMIT:-** The Promoters/Builders/Developers shall complete the project within 24(twenty-four) months from the date of getting plan sanction from Rajpur Sonarpur Municipality.
  12. **FORCE MAJOURE:-** The parties hereto shall not be consider to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevents by the force majeure and shall be suspended from the obligations during the duration of the force majeure .  
Force Majoure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion beyond the control of the parties hereto.
  13. **JURISDICTION:-** The Court at Alipore, South 24 Parganas and the High Court at Kolkata will have the exclusive jurisdiction over this Agreement and shall have the Jurisdiction to entertain all actions , suits and proceedings arising out of the agreement .
  14. That if any defect to be detected in the title of the owners in that event the owners shall be exclusively liable for that and in that case the owners shall be bound to compensate the same on account of that to the Promoter/Builder/Developer.

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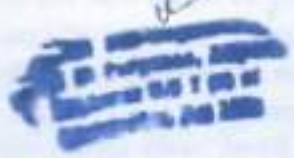
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02 SEP 2013

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**SCHEDULE 'A' AS REFERRED TO HEREIN ABOVE**

All that piece and parcel of homestead land measuring about 4K-00Ch-006ft more or less in LOP E/P No. 1814, pertaining to C.S. Plot No. 358, Mouza-Laskarpur, J.L. No.57, being its Holding No. 79, Kalitala, (Postal Address: D-62, Laskarpur, Kalitala Purbapara) with 800 Sft old dilapidated one storied building at P. S. Sonarpur, P.O. Laskarpur, Ward No.28 at present 30, Dist: 24-Parganas(S), under Rajpur Sonarpur Municipality Kolkata-700153

The land is butted and bounded in the following manner:

- On the North : LOP E/P No. 1814  
 On the South : LOP E/P No. 1815,  
 On the West : 16 ½ Ft Wide Municipality Road  
 On the East : LOP E/P No. 562.

**TECHNICAL SPECIFICATION OF THE BUILDING**

- 1) Foundation, Plinth, Super-Structure and internal and outside wall. - As per Rajpur Sonarpur Municipality Sanction plan.
- 2) Floor Finish, Skirting, and Dado Etc. - The flooring will be of 2'X2' vitrified tiles with 4" skirting on all sides. Toilet wall will be of glazed tiles at the height of 6'6" from floor.
- 3) Plaster -> The outside of the Building will have cement plaster(1:6) ¾" thick (average) whereas the inside and the ceiling plaster will be ½" thick (average) in 1:4.
- 4) Out Side Painting -> Snow-cem cement based Coat Paint.
- 5) Doors ->
  - a. Wooden door Frames of sal wood.
  - b. Commercial Flush door painted both side.
  - c. Aluminum tower bolt from inside.
  - d. Mortgage lock for main door only.
- 6) Windows : All windows shall be steel windows with front opening grill with white glass. Grills will be provided for windows opening only.
- 7) Toilet, WC and Kitchen Fitting ->
 

Toilet:-

  - (a) One European type white Commode (brand: neycer/parrywear) with white P.V.C Cistern,
  - (b) One white Porcelain wash basin ( brand:-neycer/parrywear).
  - (c). One shower and (d). Two taps (brand: D-sons)

W.C.:-

  - (a) One European type white Commode with white P.V.C Cistern,
  - (b) One shower and d. Two taps (brand: D-sons)

**KITCHEN:-**

  - (a)One kitchen steel sink, (b) One tap & (c) Black Stone Cooking platform (6' X1 ½')
- 11) Roof -> 3ft height parapet wall will be provided all around the roof.
- 12) Electricals -> Concealed wiring with copper wires wiring for installation.
  - a) Each Bed room -> 2light points, 1 fan point, 1 plug point - 5 amp.
  - b) Liv/Din -> 2light points, 2 fan points, 1 plug point - 5 amp.
  - c) Kitchen -> 1 light, 1 exhaust fan point-5amp, 1 power point-15amp
  - d)W.C -> 1 light point -5amp
  - e)Toilet -> 1 light point, 1 exhaust point-5amp.
  - f) Each Balcony -> 1 light point-5amp.
  - g) T.V -> 1 T.V point will be provided in living room only.  
Switch brand pritam, fireolex cable

STATE OF TEXAS  
COUNTY OF [illegible]

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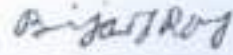
- 12) Water supply - One R.C.C. overhead reservoir provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir from Municipality water line.
- 14) Compound - 4 ft height compound wall to be made from existing ground level.
- 15) M.S. collapsible gate at main entrance of building and painted both side.
- 16) Roof right of all occupiers
- 17) Common toilet and one 100 Sit Caretaker room at Gr. Floor.


IN WITNESS WHEREOF the parties herein have put their respective hands on this the day of month and year first above written.


SIGNED AND DELIVERED

at Kolkata in Presence of -

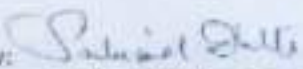
1.   
 Sri Bijoy Roy, Gupta  
 E-14, "Samaran" Park,  
 Kolkata-71

  
 (SRI BIJOY ROY)  
 VENDOR/ OWNER

2.   
 Sri Anil Chandra Ghosh,  
 C/125, Sonalipark,  
 Banskohari,  
 K-9-70.

FOR RAJ-LAKSHMI ASSOCIATE  
  
 PROPRIETOR  
 SRI ANIL CHANDRA GHOSH  
 PROPRIETOR  
 M/S. RAJ-LAKSHMI ASSOCIATE  
 PROMOTER/BUILDER/DEVELOPER

Drafted By:   
 Sri Niranjan Kashida (Advocate) W/M 7787 1938  
 Alipore Police Court  
 Kolkata-700027

Typed By:   
 Subimal Dutta  
 Alipore Police Court, Kolkata-27

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02 SEP 2013

MEMO OF PART CONSIDERATION

RECEIVED of and from the above named PROMOTER /BUILDER/DEVELOPER /CONTRACTOR herein M/S. Raj-Lakshmi Associate the within mentioned sum of Rs.4,00,000/00 (Rupees Four Lakhs Only) by way of a part consideration money as per memo below:-

BANK NAME	CHQ NO	DATE	AMOUNT
State Bank of India, Baroda Park Branch Kolkata-700084	223776	02/09/2013	Rs. 4,00,000/00

Rs.4,00,000/00

(Rupees Four Lakh Only)

WITNESS:

1 *[Signature]*

TRIPATHI KISHOR GHOSH  
F-14, Banskiran Park, K-75

*[Signature]*

(SRI BIJOY ROY)  
VENDOR/ OWNER

2 Alan Datta  
c/ms. Sandipark  
Bansobari  
Kolkata -70

Typed By:

*[Signature]*  
Subimal Dutta  
Alipore Police Court, Kolkata-27

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02 SEP 2013



Bijay Roy

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Left hand					
Right hand					

Name Bijay Roy

Signature Bijay Roy



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name Anil Chandra Bhatt

Signature .....



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name .....

Signature .....



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name .....

Signature .....




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02 SEP 2013

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**Government of West Bengal**  
**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 07250 / 2013, Deed No. (Book - I , 07118/2013)**

**I . Signature of the Presentant**

Name of the Presentant	Photo	Finger Print	Signature with date
Bijoy Roy 79 Kalitala D-62 Laskarpur Kalitala Purbapara, Thana:-Sonarpur, P.O. :-Laskarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153	 02/09/2013	 LTI 02/09/2013	 2/9/2013

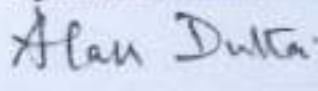
**II . Signature of the person(s) admitting the Execution at Office.**

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Bijoy Roy Address -79 Kalitala D-62 Laskarpur Kalitala Purbapara, Thana:-Sonarpur, P.O. :-Laskarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153	Self	 02/09/2013	 LTI 02/09/2013	
2	Anil Chandra Ghosh Address -2081 Chak Garia, P.O. :-Santoshpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	Self	 02/09/2013	 LTI 02/09/2013	

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

Alak Dutta  
C/125 Sonali Park Bansdrani, District:-South  
24-Parganas, WEST BENGAL, India, Pin :-700070

**Signature of Identifier with Date**

 02/09/13





(Ashoke Kumar Biswas)  
DISTRICT SUB-REGISTRAR-IV

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

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

Endorsement For Deed Number : I - 07118 of 2013  
(Serial No. 07250 of 2013 and Query No. 1604L000015499 of 2013)

On 02/09/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 7185/- is paid , by the draft number 378282, Draft Date 02/09/2013, Bank Name State Bank of India, GARIA, received on 02/09/2013

( Under Article : B = 7139/- , E = 14/- , H = 28/- , M(b) = 4/- on 02/09/2013 )

**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 been assessed at Rs. -29,99,998/-

Certified that the required stamp duty of this document is Rs.- 5011 /- and the Stamp duty paid as Impresive Rs.- 1000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 4050/- is paid , by the draft number 378281, Draft Date 02/09/2013, Bank : State Bank of India, GARIA, received on 02/09/2013

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

Presented for registration at 13.20 hrs on 02/09/2013, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Bijoy Roy, Executant.

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

Execution is admitted on 02/09/2013 by

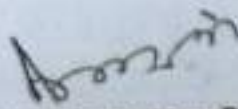
1. Bijoy Roy, son of Lt. Madhu Sudhan Roy , 79 Kalitola D-62 Laskarpur Kalitola Purbapara, Thana -Sonarpur, P.O. :-Laskarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153, By Caste Hindu, By Profession : Business

2. Anil Chandra Ghosh  
Developer/proprietor, M/s Raj-lakshmi Associates, E-14 Sammilani Park, P.O. :-Santoshpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075. .  
, By Profession : ---

Identified By Alak Dutta, son of Biraj Mohan Dutta, C/125 Sonali Park Bansdrani, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075, By Caste: Hindu, By Profession: Service.



Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

  
( Ashoke Kumar Biswas )

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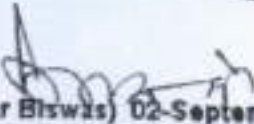
A



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 37  
Page from 498 to 518  
being No 07118 for the year 2013.



  
(Ashoke Kumar Biswas) 02-September-2013  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal