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गण्डिमानकाल परिचय बंगाल WEST BENGAL

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**PROMOTIONAL AGREEMENT**

THIS PROMOTIONAL AGREEMENT made this the 30th day of

Certified that the document is admitted to its registration. The signature sheet & c. The endorsement sheet attached herewith are the part of this document.

Yes

**BETWEEN**

. *Aliaa Prasad Mitra*

Additional District Sub-Registrar, BIMAL KUMAR MITRA (PAN - AFBPM6789E) , Mobile No - 8777543362, son of Late Basanta Kumar Mitra , by creed : Hindu , by

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occupation : Business , by Nationality : Indian , residing at 4/118, Vidyasagar Colony , Post Office : Naktala under Police Station formerly Patuli at present Netaji Nagar , Kolkata - 700 047 , hereinafter called the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, legal representatives and assigns) of the **FIRST PART** ;

62-089

**SRI BIPLAB DEY**  
ADVOCATE  
The Calcutta City Courts' Bar Association  
2 & 3, K. S. Roy Road, 2nd Floor  
Kolkata-700 001

NAME	.....
ADD.	.....
DATE	16 AUG 2018
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
Office No. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	

16 AUG 2018  
16 AUG 2018



Additional District Registrar,  
Calcutta Court 2a Park Lane

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Paper Admitted  
 910 note - Sent Admitted  
 180, S. B. Das Rd.  
 P.O. Rajpur  
 P.S. Sonarpur  
 Post-199  
 Office Barabazar

AND

M/S. G. P. HOUSING PVT. LTD. (PAN-AAECG8061G) , Mobile No – 9830135704, Private Limited Company , registered under Companies Act '1956 , having its registered office at premises No. 19T, Baishnabghata Bye Lane under Police Station formerly Patuli now Netaji Nagar , Kolkata-700 047 , represented by its Director namely SRI GOPAL KUNDU (PAN- AFXPK7428J) , Mobile No – 9830135704, son of Late Dasarath Kundu , by creed : Hindu , by occupation : Business , by Nationality : Indian , resident of Premises no. 36B/1C, Baishnabghata Road and permanent address 19C, Baishnabghata Bye Lane , Post Office : Naktala under Police Station - Netaji Nagar , Kolkata-700 047 , hereinafter referred to as the “DEVELOPER” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office and assigns) of the SECOND PART.

WHEREAS all that piece or parcel of land measuring an area of 08 Cottah 09 Chittack 29 Sq.ft. , more or less , but on actual survey and also possession of site land measurement , it comes an area of 08 Cottah 06 Chittack 07 Sq.ft. , more or less togetherwith structure , measuring about 1500 sq.ft. , more or less , standing thereon , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 & 577 within a portion of R.S. Khatian No. 614 , 202 & 493 , at present under L/R Dag No. 900 , 1247 & 1521 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , Sub-Registration Office Sonarpur within the local limits of The Rajpur- Sonarpur Municipality under Ward No. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas , more particularly described in the **FIRST SCHEDULE** hereunder written , now belongs to ✓

**SRI BIMAL KUMAR MITRA** , being the absolute Owner , possess the above said property , free from all encumbrances, lien, mortgages and lispdens whatsoever.

AND WHEREAS one Sri Subodh Ranjan Ghosh (since deceased) , was the original recorded owner of a piece and parcel of land , measuring about 08 Cottah 09 Chittack 29 Sq.ft. , more or less , but on actual survey and also possession of site land measurement , it comes an area of 08 Cottah 06 Chittack 07 Sq.ft. ,





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more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 & 577 within a portion of R.S. Khatian No. 614 , 202 & 493 , at present under L/R Dag No. 900 , 1247 & 1521 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas .

**AND WHEREAS** said Sri Bimal Kumar Mitra , the Owner herein , purchased a plot of land , measuring about 02 Cottah 12 Chittack 37 Sq.ft. , more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 576 & 577 within R.S. Khatian No. 202 & 493 at present under L/R Dag No. 900 & 1247 within L/R Khatian No. 872 , J.L. No. 57 , R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura at Laskarpur J.R. Garden within Police Station - Sonarpur , Sub-Registration Office : Sonarpur , presently within the local limits of The Rajpur-Sonarpur Municipality under Ward no. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas , from said Sri Subodh Ranjan Ghosh , through execution of a Sale Deed dated 6<sup>th</sup> October ' 1980 , which was registered in the Office of the District Sub-Registrar , Sonarpur , Dist. 24 Parganas (South) and recorded in Book no. 1 , Volume no. 59 , pages from 207 to 212 , being No. 4383 for the year 1980 at or for a valuable consideration .

**AND WHEREAS** after purchase of the said plot of land , said Sri Bimal Kumar Mitra , the Owner herein , mutated his name in the records of the B.L. & L.R.O. and The Rajpur-Sonarpur Municipality as land owner and started to enjoy the said property by paying The Rajpur-Sonarpur Municipality taxes regularly .

**AND WHEREAS** while enjoying the ownership of the above mentioned property , said Sri Bimal Kumar Mitra , the Owner herein and one Smt. Bhanu Bala Ghosh jointly purchased another plot of land , measuring about 03 Cottah 00 Chittack 16 Sq.ft. , more or less , adjacent to the above mentioned plot of land , which on physical measurement was found to be 03 Cottah 00 Chittack 06 Sq.ft. , more or less and on further survey and also possession of site land measurement , it comes an area of 03 Cottah 00 Chittack 00 Sq.ft. , more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 & 576 within R.S. Khatian No. 614 & 202 , at present under L/R Dag No. 1521 & 900 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura at Laskarpur J.R. Garden within Police Station - Sonarpur , Sub-Registration Office : Sonarpur , presently within the local limits of The Rajpur-Sonarpur Municipality under Ward no. 31 , having Holding no. 84 , Purba Para , District : South 24

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Additional Director Superintendent,  
Gaithe Sauri, 2a Panganiwa



Parganas , from said Sri Subodh Ranjan Ghosh , by executing a Sale Deed dated 13<sup>th</sup> October ' 1980 , which was registered in the Office of the District Sub-Registrar , Sonarpur , Dist. 24 Parganas (South) and recorded in Book no. 1 , Volume no. 66 , pages from 51 to 56 , being No. 4514 for the year 1980 at or for a valuable consideration.

**AND WHEREAS** thereafter said Sri Bimal Kumar Mitra , the Owner herein and said Smt. Bhanu Bala Ghosh jointly got mutated their names in the records of the B.L. & L.R.O. and The Rajpur-Sonarpur Municipality as joint land-owners as well as co-sharers of the said whole property and enjoyed the same by paying The Rajpur-Sonarpur Municipality taxes regularly.

**AND WHEREAS** while in possession of the said property , said Smt. Bhanu Bala Ghosh sold , conveyed , transferred and assigned her allocated undivided 50% share i.e. 01 Cottah 08 Chittak 00 Sq.ft. , more or less , out of whole property i.e. 03 Cottah 00 Chittack 06 Sq.ft. , more or less , though on further survey and also possession of site land measurement , it comes an area of 03 Cottah 00 Chittack 00 Sq.ft. , more or less , to her co-sharer namely Sri Bimal Kumar Mitra , the Owner herein , against a valuable consideration , by virtue of a Sale Deed dated 9<sup>th</sup> August ' 1991 , which was registered in the Office of District Sub-Registrar , Sonarpur , Dist. 24 Parganas (South) and recorded in Book no. 1 , Volume no. 199 , pages from 173 to 179 , being No. 12298 for the year 1991 and after that said Sri Bimal Kumar Mitra , the Owner no. 1 herein got mutated his name in the records of the B.L. & L.R.O. and The Rajpur-Sonarpur Municipality as the absolute land owner against abovesaid plot of land and started to enjoy the said property by paying The Rajpur-Sonarpur Municipality taxes regularly.

**AND WHEREAS** thus said Sri Bimal Kumar Mitra , the Owner herein , became an absolute Owner of 2 (two) adjacent plots of land i.e. more or less 02 Cottah 12 Chittack 37 Sq.ft. and more or less 03 Cottah 00 Chittack 00 Sq.ft. , constituting a total land measuring about 05 Cottah 12 Chittack 37 Sq.ft. , more or less , having Holding no. 84 , Purba Para within Mouza Laskarpur in the District of South 24 Parganas , by mutating his name in the records of The Rajpur-Sonarpur Municipality , as the absolute landowner in respect of the above mentioned entire property.

**AND WHEREAS** in view of the above , said Sri Bimal Kumar Mitra , the Owner herein , is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land measuring an area of 05 Cottah 12



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Chittak 37 Sq.ft. , more or less , togetherwith a structure , measuring about 1000 Sq.ft. , more or less , standing thereon , lying and situated within Mouza : Laskarpur under R.S. Dag No. 558 , 576 & 577 within R.S. Khatian No. 614 , 202 & 493 , at present L/R Dag No. 900 , 1247 & 1521 under L/R Khatian No. 872 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , Sub-Registration Office : Sonarpur , presently within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas , free from all encumbrances, charges, mortgages, liens, and other liabilities whatsoever.

**AND WHEREAS** said Sri Bimal Kumar Mitra , the Owner herein , is an absolute Owner-in-possession of the said property , in which none other than the Owner has any right, title, interest and possession.

**AND WHEREAS** in the meanwhile , said Smt. Bhanu Bala Ghosh purchased another plot of land , measuring about 02 Cottah 12 Chittack 37 Sq.ft. , more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 and 577 , portion of R.S. Khatian No. 614 , 202 and 493 , at present L/R Dag No. 900 , 1247 & 1521 under L/R Khatian No. 2494 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station Sonarpur , Sub-Registration Office Sonarpur within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 98 , Purba Para , District : South 24 Parganas , from Sri Subodh Ranjan Ghosh , through execution of a Sale Deed dated 6<sup>th</sup> October ' 1980 , which was registered in the Office of the District Sub-Registrar, Sonarpur and recorded in Book no. 1 , Volume no. 60 , pages from 269 to 273 , being No. 4382 for the year 1980 , at or for a valuable consideration.

**AND WHEREAS** while enjoying , said Smt. Bhanu Bala Ghosh sold , conveyed , transferred and assigned said plot of land , measuring about 02 Cottah 12 Chittack 37 Sq.ft. , more or less , to said Smt. Gayatri Mitra , by virtue of a Sale Deed dated 9<sup>th</sup> August , 1991 , which was registered in the Office of District Sub-Registrar , Allpore , South 24 Parganas and recorded in Book no. 1 , Volume no. 199 , pages from 180 to 186 , being No. 12299 for the year 1991.

**AND WHEREAS** thereafter , said Smt. Gayatri Mitra , got mutated her name in the records of B.L. & L.R.O. and The Rajpur-Sonarpur Municipality , as the absolute landowner in respect of the above mentioned property.

**AND WHEREAS** in view of the above , said Smt. Gayatri Mitra , was an absolutely seized and possessed of or otherwise well and sufficiently entitled to



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ALL THAT piece or parcel of land , measuring an area of 02 Cottah 12 Chittack 37 Sq.ft. , more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 and 577 , portion of R.S. Khatian No. 614 , 202 and 493 , at present L/R Dag No. 900 , 1247 & 1521 under L/R Khatian No. 2494 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , Sub-Registration Office : Sonarpur within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 98 , Purba Para , District : South 24 Parganas , free from all encumbrances , charges , mortgages , liens and other liabilities whatsoever.

**AND WHEREAS** said Smt. Gayatri Mitra , is an absolute Owner-in-possession of the said property , in which none other than the Owner has any right, title, interest and possession.

**AND WHEREAS** thereafter said Smt. Gayatri Mitra , in consideration of her natural love and affection and by mutual consent executed a Gift Deed on 27<sup>th</sup> April ' 2018 , which was registered in the Office of Additional District Sub-Registrar , Garia , South 24 Parganas and recorded in Book no. 1 , Volume no. 1629-2018 , pages from 62619 to 62637 , being No. 162901985 for the year 2018 , in favour of said Sri Bimal Kumar Mitra , the Owner herein against the abovementioned plot of land , measuring an area of 02 Cottah 12 Chittack 37 Sq.ft. , more or less , togetherwith a structure , measuring about 500 Sq.ft. , more or less , standing thereon under Ward No. 31 , having Holding no. 98 , Purba Para , District 24 Parganas (South).

**AND WHEREAS** thus said Sri Bimal Kumar Mitra , the Owner herein , became an absolute owner of a piece and parcel of land , measuring an area of 08 Cottah 09 Chittack 29 Sq.ft. , more or less , but on actual survey and also possession of site land measurement it comes an area of 08 Cottah 06 Chittack 07 Sq.ft. , more or less togetherwith structure , measuring about 1500 Sq.ft. , more or less , standing thereon , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 & 577 within a portion of R.S. Khatian No. 614 , 202 & 493 , at present under L/R Dag No. 900 , 1247 & 1521 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , Sub-Registration Office : Sonarpur within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas.

**AND WHEREAS** said property is free from all encumbrances , charges , mortgages , liens and other liabilities whatsoever.



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**AND WHEREAS** said Sri Bimal Kumar Mitra , the Owner herein , is an absolute Owner-in-possession of the said property , in which none other than the owner has any right, title, interest and possession.

**AND WHEREAS** having absolute ownership on the entire plot of land , measuring about 08 Cottah 06 Chittack 07 Sq.ft. , more or less togetherwith structure , standing thereon , said Sri Bimal Kumar Mitra , the Owner herein , got mutated his name in the records of B.L.R.O and The Rajpur Sonarpur Municipality as an absolute land owner and accordingly got single Holding number being No. 84 , Purba Para , South 24 Parganas , in respect of the abovesaid property.

**AND WHEREAS** **SRI BIMAL KUMAR MITRA** , the owner herein ,executed and registered a promotional agreement as owner on 25<sup>th</sup> May, 2018 with **the M/s. G. P. HOUSING PVT. LTD.** i.e the other part herein in respect of his aforesaid property.The said deed of Promotional Agreement registered in the Office of the A.D.S.R Garia and entered in Book no – I, Volume no – 1629 – 2018, Page from78613 to 78655, being no – 162902499 for the year – 2018 and on the same day the owner herein executed and registered a Development Power Of Attorney in respect of the said premises and the same was registered in the Office of the A.D.S.R Garia and entered in Book no – I, Volume no – 1629 – 2018, Page from78770 to 78793, being no – 162902502 for the year – 2018 , in respect of the said property , which is morefully described in **FIRST SCHEDULE** hereunder , by erecting of a multi-storied building as per the building plan to be sanctioned by the Rajpur – Sonarpur Municipality on the land of the said premises according to the terms and conditions contained therein.

**AND WHEREAS** by way of verbal discussion between the said owner and the said developer they decided to cancel the said registered Promotional Agreement and the said registered Development Power Of Attorney, and thereafter they issue a letter of cancellation and the other part has accepted the said cancellation and thereafter cancellation of the said registered Promotional Agreement and Development Power Of Attorney has executed and registered on.....which is recored as.....

**AND WHEREAS** the said owner herein subsequently in consideration out of his natural love and affection and by mutual consent executed a Gift Deed on 5<sup>th</sup> November' 2018, he gifted all that a demarcatede piece and parcel of land measuring about 01 cottah 03 chittack 17 sq.ft, more or less, in favour of his wife



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Smt. Gayatri Mitra. The said Indenture of deed of gift dated 5<sup>th</sup> November 2018, was registered in the Office of A.D.S.R Garia and entered in Book no – I, Volume no – 1629-2018, Pages from 154497 to 154519, Being no – 162905083, for the year 2018.

AND WHEREAS after gifted the aforesaid land with 1000 sq.ft. ,tin shed structure the owner herein has become the absolute owner in respect of all that bastu land measuring about 07 Cottah 03 Chittack 35 Sq.ft. , more or less, lying and situate within Mouza : Laskarpur under R.S. Dag No. 576 & 577 , portion of R.S. Khatian No. 202 & 493 , at present L/R Dag No. 900 , 1247 under L/R Khatian No. 872, J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , Sub-Registration Office Sonarpur within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having holding no – 84, Purba Para , Pin – 7000 130, District : South 24 Parganas .

AND WHEREAS after execution of and during the tenureship of the abovesaid Registered promotional agreement dated 25.05.2018 and said Registered Development Power of Attorney dated 25.05.2018 given by said owner , he is not willing to develop his total land measuring about 08 Cottah 06 Chittack 07 Sq.ft. , more or less, togetherwith structure standing thereon, he expressed his willingness to cancel the said Registered promotional agreement and development power of attorney dated 25.05.2018, and the developer has accepted his proposal.

AND WHEREAS in view of the above , said registered promotional agreement dated 25<sup>th</sup> May 2018 and the said registered Development Power of Attorney dated 25.05.2018, **SRI BIMAL KUMAR MITRA**, son of Late Basanta Kumar Mitra, , the party of the one part herein and the party of the other part i.e. the developer herein , have reconsidered their respective allocations as well as changes in money consideration against their property along with some other new terms and conditions and come to an agreement regarding the same.

AND WHEREAS the reconsideration of allocations along with some other terms made an impediment towards implementation of the terms of the said registered promotional agreement and the said registered Development power of attorney, as a result thereof and owing to various other reasons, the said registered promotional agreement dated 25<sup>th</sup> May 2018 and the said Development power of attorney dated 25.05.2018 , could not be acted upon at all.

AND WHEREAS in the above mentioned circumstances, both the parties having expressed their desire of not continuing with the present terms and conditions in



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respect of their respective allocations along with some other terms of the said registered promotional agreement and registered development power of attorney dated 25.05.2018 , it has been mutually agreed and decided between the one part and the other part herein that the same shall be cancelled with immediate effect.

**AND WHEREAS** said property is free from all encumbrances , charges , mortgages , liens and other liabilities whatsoever.

**AND WHEREAS** said Sri Bimal Kumar Mitra , the Owner herein , is an absolute Owner-in-possession of the said property , in which none other than the owner has any right, title, interest and possession.

**AND WHEREAS** having absolute ownership on the entire plot of land , measuring about 08 Cottah 06 Chitack 07 Sq.ft. , more or less togetherwith structure , standing thereon , said Sri Bimal Kumar Mitra , the Owner herein , got mutated his name in the records of B.L.L.R.O and The Raipur Sonarpur Municipality as an absolute land owner and accordingly got single Holding number being No. 84 , Purba Para , South 24 Parganas , in respect of the abovesaid property.

**AND WHEREAS** subsequently the two Deed of Cancellation for Promotional Agreement and Development Power Of Attorney have been executed on.....to cancel out the said registered Promotional Agreement dated 25.05.2018 and the said registered Development Power Of Attorney dated 25.05.2018.

**AND WHEREAS** after completion of the process of the 'Cancellation of the the previous Promotional Agreement' dated 25.05.2018, said Developer has approached the Owner to permit the Developer to develop the said premises under a joint venture scheme, morefully described in the **FIRST SCHEDULE** hereunder written, on some terms and conditions.

**AND WHEREAS** subject to the terms and conditions hereinafter contained, the owner herein, have agreed to permit the Developer to develop the said premises, more fully mentioned and described in the **FIRST SCHEDULE** hereto in accordance with the sanctioned plan as may be sanctioned by the Raipur Sonarpur Municipality and pay the consideration of the said property on deferred payment

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Coimbatore





basis most part of consideration being in money consideration and partly as constructed area as mentioned in the **SECOND SCHEDULE** hereunder written.

**AND WHEREAS** accordingly , the Developer herein namely **M/s. G.P. Housing Pvt. Ltd.** proposed to enter into new a Promotional Agreement to the Owner herein namely Sri Bimal Kumar Mitra to develop his property , within the local limits of The Rajpur Sonarpur Municipality under Ward no - 31 , having Holding no - 84 , Purba Para , District 24 Parganas (South) , more fully mentioned and described in the **FIRST SCHEDULE** hereunder written , on some terms and conditions appearing hereinafter , as stipulated in this Promotional Agreement and based on sharing partly by built up area on the proposed building to be constructed on the said premises to the land-owner by the Developer and also partly by cash consideration.

**AND WHEREAS** the Owner herein , after reviewing the aforesaid proposal by the Developer to develop his said property , within the local limits of The Rajpur-Sonarpur Municipality , Ward no. 31 , having Holding no. 84 , Purba Para , District 24 Parganas (South) , more fully described in the **FIRST SCHEDULE** hereunder written and which is owned and possessed by the Owner herein namely Sri Bimal Kumar Mitra , subject to the terms and conditions hereinafter contained , has agreed to permit the Developer to develop the said property, more fully described in the **FIRST SCHEDULE** hereunder written , on some terms and conditions and consideration of his land , as stipulated in the new Promotional Agreement a sum of Rs. 7,00,000/- (Rupees Seven Lakh) only , which had already been paid to the Owner herein , as cash consideration , before execution of this Promotional Agreement and Development Power of Attorney.

**AND WHEREAS** other than cash consideration , the Owner will get total 5 (five) nos. flat , out of which , 2 (two) nos. 2BHK and 1 (one) no. 2BHK flats , totaling 3 (three) nos. flats on the 2<sup>nd</sup> (second) floor and 1 (one) no. 2BHK and 1 (one) no. 2BHK flats , totaling 2 (two) nos. flats on the 4<sup>th</sup> (fourth) floor i.e. top floor of the proposed building and 35% of the Ground floor of the proposed ground plus four (G+IV) storied residential building , to be constructed , which is considered as car parking space , will be mentioned in the sanctioned Building Plan , approved by R.S.M. , will be allotted to the Owner herein **INCLUDING** common areas and facilities **TOGETHERWITH** undivided proportionate share of land of the premises.



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The Owner's Allocation is given below :

<u>SL. NO.</u>	<u>FLAT NO.</u>	<u>FLOOR</u>	<u>SIDE</u>
1.	2A	Second	North-West
2.	2B	Second	South-West
3.	2D	Second	North-East
4.	4C	Fourth	South-East
5.	4D	Fourth	North-East

The details of Owner's Allocation has been more fully described in the **SECOND SCHEDULE** (Owner's Allocation) hereunder written.

**AND WHEREAS** Save and except the Owner's Allocation , the Developer will get total 11 (eleven) flats , containing entire 1<sup>st</sup> (first) floor , consisting of 4 (four) nos. flats and entire 3<sup>rd</sup> (third) floor , consisting of 4 (four) nos. flats and 1(one) 2BHK flat on the 2<sup>nd</sup> (second) floor and 1 (one) no. 2BHK and 1 (one) no. 2BHK flats , totaling 2 (two) nos. flats on the 4<sup>th</sup> (fourth) floor i.e. top floor of the proposed ground plus four (G+IV) storied building to be constructed and save and except Owner's allocated car parking spaces , the remaining portion that is 65% of the ground floor of the proposed building , to be constructed , which will be mentioned in the sanctioned Building Plan , approved by R.S.M. , will be allotted to the Developer **INCLUDING** common areas and facilities **TOGETHERWITH** undivided proportionate share of land of the premises.

The Developer's Allocation is given below :

<u>SL. NO.</u>	<u>FLAT NO.</u>	<u>FLOOR</u>	<u>SIDE</u>
1.	1A	First	North-West
2.	1B	First	South-West
3.	1C	First	South-East
4.	1D	First	North-East
5.	2C	Second	South-East
6.	3A	Third	North-West
7.	3B	Third	South-West
8.	3C	Third	South-East
9.	3D	Third	North-East
10.	4A	Fourth	North-West
11.	4B	Fourth	South-West

Be it noted here that the Developer is entitled to use the ground floor and 1<sup>st</sup> (first) floor for commercial purpose and for that they can modify and/or change and/or

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Tamil Nadu, Chennai



convert the ground floor , into office space / room or convert into any commercial space or a residential flat / accommodation or any other room on the ground floor of the proposed building , as they think fit and proper and the Developer is also entitled to sell the said space/room to any intending Purchaser / Purchasers and thereby will receive the sale proceeds respectively.

The details of Developer's Allocation has been more fully described in the **THIRD SCHEDULE** (Developer's Allocation) hereunder written.

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

**ARTICLE - I**  
**DEFINITIONS**

- I. **PREMISES** shall always mean the property within the local limits of The Rajpur-Sonarpur Municipality , Ward no. 31 , having Holding no. 84 , Purba Para , District 24 Parganas (South) at Mouza : Laskarpur , more fully described in the **FIRST SCHEDULE** hereunder written.
- II. **PLANS** shall mean the plans, drawings and specifications of the building to be prepared by the Developer's authorized qualified person and to be sanctioned by The Rajpur – Sonarpur Municipality for construction of ground plus four (G+IV) storied residential building on the said premises provided that , it shall include all alterations and/or modification therein made from time to time with the approval of The Rajpur-Sonarpur Municipality.
- III. **BUILDING** shall mean the residential/commercial building ground plus four (G+IV) storied , with necessary additional rooms like pump house , care taker/darwan's rooms , servants' toilets etc. as may be decided by the Developer for construction thereof and shall include the car parking spaces and other spaces intended for the enjoyment of the building by its occupants.
- IV. **OWNER AND DEVELOPER** shall mean and include their respective transferees/nominees or their assigns.
- V. **COMMON AREAS AND FACILITIES** shall include :-
  - (a) Corridors (b) Stairways (c) Main gate (d) Landings (e) Side spaces (f) Park ways (g) Underground reservoirs (h) Overhead tanks (i) Passages (j) Electric meter room , Pump room (k) Outer walls of the main building (l) Tap water lines , Rain water pipe lines , Waste water pipe lines (m) Sewerage





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lines (n) Rooftop (o) Lift and (p) other spaces and facilities whatsoever required for establishment, location, enjoyment, provision, maintenance and/or management of the building and/or the common facilities or any of them thereon , as the case may be.

VI. **SALABLE SPACE** shall mean built up space in the building available for independent use and occupation together with the provision for common areas and facilities and the space required therefore.

VII. **OWNER'S ALLOCATION** shall mean total 5 (five) nos. flat , out of which , 2 (two) nos. 2BHK and 1 (one) no. 2BHK flats , totaling 3 (three) nos. flats on the 2<sup>nd</sup> (second) floor and 1 (one) no. 2BHK and 1 (one) no. 2BHK flats , totaling 2 (two) nos. flats on the 4<sup>th</sup> (fourth) floor i.e. top floor of the proposed building and 35% of the Ground floor of the proposed ground plus four (G+IV) storied residential building , to be constructed , which is considered as car parking space , will be mentioned in the sanctioned Building Plan , approved by R.S.M. , will be allotted to the Owner herein , INCLUDING common areas and facilities TOGETHERWITH undivided proportionate share of land of the premises.

**The Owner's Allocation is given below :**

<u>SL. NO.</u>	<u>FLAT NO.</u>	<u>FLOOR</u>	<u>SIDE</u>
1.	2A	Second	North-West
2.	2B	Second	South-West
3.	2D	Second	North-East
4.	4C	Fourth	South-East
5.	4D	Fourth	North-East

Save and except the above said 5 (five) flats in the Owner's allocation , the Owner will also get cash consideration , as already stated above.

The details of Owner's Allocation has been more fully described in the **SECOND SCHEDULE** (Owner's Allocation) hereunder written

VIII. **DEVELOPER'S ALLOCATION** shall mean total 11 (eleven) flats , containing entire 1<sup>st</sup> (first) floor , consisting of 4 (four) nos. flats and entire 3<sup>rd</sup> (third) floor , consisting of 4 (four) nos. flats and 1(one) 2BHK flat on the 2<sup>nd</sup> (second) floor and 1 (one) no. 2BHK and 1 (one) no. 2BHK flats , totaling 2 (two) nos. flats on the 4<sup>th</sup> (fourth) floor i.e. top floor of the proposed ground plus four (G+IV) storied building to be constructed and save and except Owner's allocated car parking spaces , the remaining

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portion of the ground floor of the proposed building , which will be mentioned in the sanctioned Building Plan , approved by R.S.M. , will be allotted to the Developer , INCLUDING common areas and facilities TOGETHERWITH undivided proportionate share of land on the said premises.

The Developer's Allocation is given below :

<u>SL. NO.</u>	<u>FLAT NO.</u>	<u>FLOOR</u>	<u>SIDE</u>
1.	1A	First	North-West
2.	1B	First	South-West
3.	1C	First	South-East
4.	1D	First	North-East
5.	2C	Second	South-East
6.	3A	Third	North-West
7.	3B	Third	South-West
8.	3C	Third	South-East
9.	3D	Third	North-East
10.	4A	Fourth	North-West
11.	4B	Fourth	South-West

Be it noted here that the Developer is entitled to use the ground floor and 1<sup>st</sup> (first) floor for commercial purpose and for that they can modify and/or change and/or convert the ground floor , into office space / room or convert into any commercial space or a residential flat / accommodation or any other room on the ground floor of the proposed building , as they think fit and proper and the Developer is also entitled to sell the said space/room to any intending Purchaser/Purchasers and thereby will receive the sale proceeds respectively.

The Developer's Allocation has been more fully described in the **THIRD SCHEDULE** hereunder written.

IX. **ARCHITECT/ENGINEER** shall mean any qualified and specialized person or persons or firm or firms to be appointed and nominated by the Developer as Architect/Engineer or Architects/Engineers of the building to be constructed on the said premises.

X. **TRANSFeree** shall mean the person or persons to whom any space of the Developer's Allocation would be transferred and the flats will be used either for residential purpose and/or for commercial purpose.



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- XI. **TRANSFER** with the grammatical variations shall mean transfer by means of Conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in newly proposed building to the indenting Purchaser/Purchasers thereof.
- XII. **TRANSFERER** shall mean who can transfer by means of Conveyance and shall include transfer by possession and by any other means adopted for effecting transfer of space in the newly proposed building to the indenting Purchaser/Purchasers thereof.
- XIII. **SINGULAR NUMBER** shall include plural numbers and vice versa.

**ARTICLE - II**  
**(TITLE AND INDEMNITIES)**

- I. The Owner do hereby declare that the Owner has a good marketable title to the said property , more fully described in the **FIRST SCHEDULE** hereto. No other persons have any right , title , interest , claim or demand whatsoever in the said property or any portion thereof. The Owner is seized and possessed of or otherwise well and sufficiently entitled to enter into this promotional agreement with the Developer.
- II. The Owner do hereby declare that the said property , more fully described in the **FIRST SCHEDULE** hereto , is free from all encumbrances , liens, mortgages , charges , leases , claims , demands , lispensens whatsoever to the best of his knowledge.
- III. The Owner do hereby declare that there is no premises tenant, lessee/licensee or trespasser in the said property or in any portion thereof.
- IV. The **OWNER** doth hereby declare that by virtue of this Promotional Agreement and subject to observance of the legal obligation created by this agreement , the Developer shall be entitled to construct and complete the proposed ground plus four (G+IV) storied building on the premises , after demolition of the existing structure thereon. The Developer is entitled to have , as mentioned in the Developer's allocation in the proposed building , which the Developer will sell to the intending Purchaser/Purchasers without any interruption or interference from the Owner or any person or persons claiming through or under the Owner.
- V. The **DEVELOPER** doth hereby undertake to do as follows :-

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