

, if delivered by hand or sent by prepaid registered post and shall likewise be deemed to have been served on the Developer , if delivered by hand or sent by prepaid registered post , to be sent to the address of the Developer.

VII) Nothing in these presents shall be construed as a demise or assignment, Conveyance in law by the Owner of the said property or any part thereof to the Developer as creating any right, title or interest in respect thereof in favour of the Developer , other than an exclusive license to the Developer to commercially exploit the same in terms hereof.

IX) After completion of the Owner's Allocation of the said building with provision of water supply , power connection and the stair case , the Developer shall be entitled to complete the building as per sanctioned plan of The Rajpur- Sonarpur Municipality according to its time and convenience.

X) This Promotional Agreement shall be construed as a transaction involving allowing the possession of the said property to be taken or retained in part performance of the contract in the nature referred to under section ' 53A of the Transfer of Property Act , whereby the Developer shall acquire right in or with respect to the building to be constructed or any part or portion of the building to be constructed at the said property.

#### ARTICLE – XIII

#### ( ADJUDICATION OF DISPUTES )

I) In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party under this agreement or regarding construction, interpretation, determination of rights, duties, determination of compensation/liabilities touching these presents, the same shall be referred to arbitration under the Arbitration and Reconciliation Act '1996.

II) In connection with the aforesaid arbitration proceedings , the Ld. District Judge , District 24-Parganas (South) at Alipore alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

#### THE FIRST SCHEDULE ABOVE REFERRED TO (The Said Premises)

ALL THAT piece or parcel of Bastu land measuring about 07 Cottah 03 Chittack 35 Sq.ft. , more or less togetherwith a structure , measuring about 1500 Sq.ft. , more or less , standing thereon , lying and situate within Mouza : Laskarpur under



**Additional District Sub-Registrar,**  
**Garha South 24 Parganas**  
১০ NOV ২০১৮

R.S. Dag No. 576 & 577 within a portion of 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 , 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 , butted and bounded by in the following manner :

**on the North** : 40' wide R.S.M. Road.

**on the South** : Land of Late Kanu Dey , having no.....  
Laskarpur, J.R.Ghosh Garden,  
Kolkata – 700 153.

**on the East** : Land of Nihar Ranjan Choudhury &  
Mrtitika Flats

**on the West** : 16' wide R.S.M. Road.

### THE SECOND SCHEDULE ABOVE REFERRED TO

( The Owner's Allocation )

**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.



Additional District Sub-Postmaster,  
Post Office, Kolkata

30 NOV 2013

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

**THIRD SCHEDULE ABOVE REFERRED TO**  
**( The Developer's Allocation )**

**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 portion 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 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



Additional District Sub-Registrar,  
Garia South 24 Parganas

30 NOV 2017

entitled to sell the said space/room to any intending Purchaser/Purchasers and thereby will receive the sale proceeds respectively.

**ANNEXURE – A**  
**( Schedule of Specification )**

Technical specifications of the proposed building as will be constructed by the Developer are given hereunder :-

1. R.C.C. work : Reinforced cement concrete for column, beam, slab etc. as per drawing.
2. Brick : 1<sup>st</sup> Class of Brick or 2<sup>nd</sup> Class picket should be used for 10", 8", 5" and 3" brick work mortar ratio (sand : cement) shall be respectively 6:1, 5:1 and 4:1. Soling Brick would be used in case of only soling purpose.
3. Plaster work : Any wall plaster (inside or outside) any ceiling plaster would be in respective ratio 6:1 and 4:1 ceiling would be chipped before plaster.
4. Floor work : Vitrified Ceramic Tile flooring.
5. Walls : 4" skirting, Tiles upto 7' height in bath rooms, Tiles upto 4' height above cooking platform and the adjacent walls.
6. Door Frame : 4" x 2½" hard wood door frame according to the door size for main door, all other doors would be 4" x 2½" and kitchen and toilet would be 3" x 2½" thick.
7. Door : Main 35 mm thick phenol bonded flush door finished with wood primer and necessary fittings. Inside door shutter would be 25 mm thick.
8. Window : Aluminium window with M.S. Grill (Straight lane design) of 5 mm strip with iron stay and handle covered with 3 mm glass (P-Net) proper painted with primer.
9. Water Supply : Main source of water would be the supply of Corporation water would be stored in a under ground reservoir and lifting of water to overhead reservoir by a 1 H.P. electric operated pump (standard make). Water should be supply to each flat from overhead tank.
10. Sanitary & Plumbing : To Corporation sewer and it would be connect with master

Additional Deputy Sub-Registrar,  
Cantonment, Bangalore

30 NOV 21





trap (underground) all soil pipe would be of P.V.C. 4" dia properly to fixed with the wall and concealed to pit. Main water line from road to underground reservoir to overhead reservoir. Through pump by 1" tube of standard make. All connection between overhead reservoir to each flat by ¾" tube of standard make P.V.C. All the internal connection viz. inside the bathroom, kitchen would be ½" P.V.C. tube (HDP) of standard make open system P.V.C. Rain water pipe for roof water disposal.

11. Bathroom : Indian or English type all would be open (non-concealed) with Cistern. All porcelain material would be of standard make and white colour. Two nos. of Bib Cock and 1 no. shower connection would be provided.

12. Basin : Two basin would be provided, white colour . one basin at one Toilet and the other either at 2<sup>nd</sup> toilet or at living room.

**NOTE :** All bathroom fittings will be Hindware and C.P. fittings will be Jaguar.

13. Electric : Electrical fittings such as bulb, tube, fan, bell, exhaust fan etc will not be provided. Expenses towards meter deposit, service charges or any expenses towards C.E.S.C will not be borne by the Developer. However arrangement for main line laying will be done by the Developer.

14. Common Point : Common Point for main gate passage surrounding the building pump room stair gate land, terrace.

15. Bedroom : 2 light points, 1 fan point, 5 Amp. plug point at board (Concealed) for A.C.

16. Dining/Drawing : 2 light points, 2 fan points, 1 plug point (5 Amp) at Board, 1 power point (15 Amp) for Freeze (Concealed), 1 power point (15 Amp) for A.C.

17. Bathroom : 1 light point, 1 power point (5 Amp.) at Board (Concealed).

18. Kitchen (Con) : 1 light point, 1 power point (15 Amp.) at Board, 1 exhaust fan / chimney point, 1 Oven point, 1 water purifier point.

19. Balcony : 1 light point (Concealed), 1 power point (5 Amp).



Additional District Sub-Registrar,  
Garha South 24 Parganas

30 NOV 2011

**NOTE :** Every wire would be of Fenolex brand and switch plugs etc. of Crabtree/Anchor Brand and switch board would be plastic sheet.

20. Roof treatment : Roof will be treated by I.P.S. floor, neat cement finished.
21. Pavement/Parking : 3" flat soling (Jhama soling 1" cement concrete with 1/4" stone chips, sand and cement 4:3:1 ratio finished with neat cement, rope lining.
22. Main Gate : Made with the M.S. Bar (Modern design with locking arrangement).
23. Painting : Plaster of Paris rooms and outside two coats snowcem. 1 coat primer and 2 coats enamel painted doors, windows and grills.
24. Lift / Elevator : 4 passengers Electrically operated lift of manufacturer "Greenline" Elevator shall be provided with RCC lift Shaft.

**Any extra item should be charged in the following manner :-**

Cost of extra item (current Market value) plus 20% extra.

**Any alternative item should be charged in the following manner :-**

Cost of alternative item less cost of original item (current rate) plus 20% extra.



Additional District Sub-Registrar,  
District South, Bangalore.

30 NOV 1951

**IN WITNESS WHEREOF** the Owner and the Developer have signed this new Promotional Agreement as token of acceptance of the terms contained herein on the day, month and year first above written.

**SIGNED & DELIVERED**

by the **OWNER**

in presence of

**WITNESSES :**

1. *Jagan Baiden*

2. *Birraj Mitra*

*Paimal Kumar Mitra*

SIGNATURE OF THE FIRST PART

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER**

in the presence of

**WITNESSES :**

1. *Jagan Baiden*

2. *Birraj Mitra*

*Leopal Kumar*

SIGNATURE OF THE SECOND PART



Additional District Sub-Registrar,  
Garia South 24 Parganas

30 NOV 1956

**RECEIVED** of and from the withinnamed **DEVELOPER** the withintioned sum of Rs. 7,00,000/- (Rupees Seven Lakh) only being the withintioned full consideration money paid by the Developer to us under this agreement as per memo below  
 ...

**Rs. 7,00,000/-**

**MEMO OF CONSIDERATION**

<u>Sl. No.</u>	<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Cheque No.</u>
1.	12.08.2015	Allahabad	Naktala Kol-47	017706
2.	28.11.2015	"	"	019771
3.	14.04.2018	"	"	047041
4.	21.05.2018	"	"	047042
				1,00,000/-
				2,50,000/-
				2,50,000/-

(Rupees Seven Lakh only)

**Total : Rs. 7,00,000/-**

In presence of  
**WITNESSES :**

1. *Jagan Haldar*  
180, S.B. Das Rd.  
Kol- 149
2. *Birajy Mikra*  
4/118, VidyaSagar Colony  
Kolkata - 47.

*Paimal Kumaras Midra*

**SIGNATURE OF THE FIRST PART**

**Drafted by me :**

*Saydip Das*

*ABR*

*WB-404.2004*

*Alipore Judges court, Kol-27*



Additional District Sub-Registrar,  
Ganja South 24 Parganas

30 NOV 2018