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पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

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Certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with the document are the same as the document.

District Sub-Register-III
Alipore South 24-parganas
- 9 OCT 2014

THIS AGREEMENT made this the 9th day of October, Two Thousand and Fourteen (2014)

BETWEEN

 MS
Advocate

 MS

Serial.....13511.....Date.....29/09/14.....
Name.....
Address.....
Rs.....1000/-.....

Debes Kr Misra (Adv.)
High Court, Cal-1

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



District Sub-Registrar-III
Alipore, South 24 Parganas
- 9 OCT 2014

Somen Misra
Advocate
High Court
Calcutta

(1) **SRI SIBABRATA DASSHARMA**, son of Late Prafulla Dassharma, by Occupation - Service and (2) **SMT. MALABIKA DASSHARMA**, wife of Sri Sibabrata Das Sharma, by Occupation - Housewife, both by faith - Hindu, both by Nationality- Indian, both residing at 83/1, New Santoshpur Main Road, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata - 700 075, hereinafter jointly called and referred to as the **"OWNERS/FIRST PARTY"** (which expression shall unless repugnant to the context shall mean and include their heir/heirs, executor/executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**.

Sibabrata Das Sharma

AND

SRI BIPLAB BISWAS, son of Sri Birendra Biswas, by faith Hindu, by Occupation - Business, by Nationality - Indian, residing at 213, Purbalok, Kalikapur, Post Office - Kalikapur, P.S. Purba Jadavpur, Kolkata - 700 099, sole proprietor of the firm under name and style **MESSRS BIPLAB BISWAS**, having its office at 213, Purbalok, Kalikapur, Police Station - Purba Jadavpur, Post Office - Kalikapur, Kolkata - 700099, hereinafter called and the **"DEVELOPER/ SECOND PARTY"** (which expression shall unless repugnant to the context shall mean and include his heir/heirs, executor/executors, administrator/administrators, representative/ representatives successors-in-office and successors-in-interest and assign/ assigns) of the **OTHER PART**.

WHEREAS by virtue of a registered Deed of Conveyance dated 16.12.1989 registered in the Office of District Sub-Registrar, Alipore, South 24 Parganas and entered into Book No. 1, Volume No.400, at Pages 43 to 52, Deed No. 16359 for the year 1989 the present **OWNERS** herein, namely **SRI SIBABRATA DASSHARMA** and **SMT. MALABIKA DASSHARMA**, purchased a plot of land measuring an area of 3 (Three) Cottahs 14 (Fourteen) Chittacks 14 (Fourteen) Sq.ft. out of 7 (Seven) Cottahs 12 (Twelve) Chittacks 7 (Seven) Sq.ft. situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 4, 5 and 12, R.S. No.2, Scheme Plot No.8, comprising in R.S. Dag No. 356/406, under R.S. Khatian No. 356, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur, Kolkata - 700 099, District - South 24 Parganas, from the previous Owner namely Smt. Reba Bardhan, wife of Sri Samir Bardhan, of 11/42, Bijoygarh, Police Station - Jadavpur, Kolkata - 700 032 and said Smt. Reba Bardhan purchased the total land area measuring 7 (Seven) Cottahs 12 (Twelve) Chittacks 7 (Seven) Sq.ft. situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 4, 5 and 12, R.S. No.2, comprising in R.S. Dag No. 356/406, under R.S. Khatian No. 356, within K.M.C. Ward

Sibabrata Das Sharma

[Signature] MB

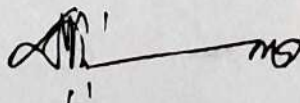
No. 109, Police Station- Purba Jadavpur, Kolkata - 700 099 by virtue of a registered Deed of Conveyance dated 17.06.1970 registered in the Office of Joint Sub-Registrar Office at, Alipore, South 24 Parganas and entered into Book No. 1, Volume No.54, at Pages 185 to 189, Deed No.2653 for the year 1970, from the previous Owner/Vendor namely Sri Kartick Chandra Paik, son of Sri Haran Chandra Paik, of Garfa, P.O. Haltu, District South 24 Parganas.

AND WHEREAS after purchase the present **OWNERS** herein recorded their names in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.1260, Kalikapur, within the Ward No.109, Assessee No.31-109-06-6249-5, P.S. Purba Jadavpur, Kolkata - 700 099.

AND WHEREAS now the **OWNERS** herein are very much desirous to construct a proposed Ground plus three storied building with Lift facility on their said property and to make construction of a new building upon the said plot of land. Upon knowledge of such desire the **DEVELOPER** has approached the **OWNERS** for development of the said property which the Owners agreed to do so as per the terms and conditions as mentioned hereinafter.

AND WHEREAS the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground Plus three storied building with Lift facility in flat systems i.e. the **OWNERS** shall jointly get entire Second Floor of the proposed building and 50% (fifty percent) of the First Floor i.e. one Flat situated on the Eastern side of the First Floor of the proposed building togetherwith Owners shall get 50% (Fifty percent) of Car Parking Space area situated on the Ground Floor of the proposed building. If required after sanction of the building Plan a Supplementary Agreement will be executed by and between the Parties herein for the clear distribution of the Developer's Allocation and the Owners' Allocation as mentioned above. The **OWNERS' ALLOCATION** has been morefully described and mentioned in the **SCHEDULE "B"** hereunder written and it is appearing as the consideration for the land as described in the **SCHEDULE "A"** hereunder written.

AND WHEREAS the **DEVELOPER** herein shall get the entire sale proceeds of the sanction area of the remaining construction of the proposed building i.e. entire Third Floor (Top Floor) and remaining portion of the First Floor (excluding the **OWNERS' ALLOCATION** of the First Floor Eastern side Flat) and the



DEVELOPER shall also get the remaining 50% (Fifty percent) Car Parking Space area on the ground floor of the proposed building as mentioned in the **SCHEDULE "D"** herein and hereinafter referred to as the "**DEVELOPER'S ALLOCATION**". The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed Ground Plus Three storied building with Lift facility at its cost and its supervision and labour to be erected as per annexed Specification as well as the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses, the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SRI SIBARATA DASSHARMA**, son of Late Prafulla Dassharma and (2) **SMT. MALABIKA DASSHARMA**, wife of Sri Sibarata Dassharma, both residing at 83/1, New Santoshpur Main Road, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata - 700 075 and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean **SRI BIPLAB BISWAS**, son of Sri Birendra Biswas, residing at 213, Purbalok, Kalikapur, Post Office - Kalikapur, P.S. Purba Jadavpur, Kolkata - 700 099, sole proprietor of the firm under name and style **MESSRS BIPLAB BISWAS**, having its office at 213, Purbalok, Kalikapur, Police Station - Purba Jadavpur, Post Office - Kalikapur, Kolkata - 700099, Party of the **SECOND PART** herein for the time being and its respective successors or successors in interest, legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.

 MS

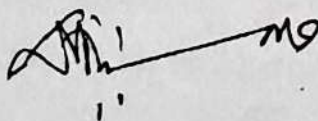
Sibabata Das Sharma

- (d) **PREMISES** : shall mean the entire land measuring an area of 3 (Three) Cottahs 14 (Fourteen) Chittacks 14 (Fourteen) Sq.ft. situated at Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 4, 5 and 12, R.S. No.2, comprising in R.S. Dag No. 356/406, under R.S. Khatian No. 356, known as K.M.C. Premises No.1260, Kalikapur, within the Ward No.109, Assessee No.31-109-06-6249-5, P.S. Purba Jadavpur, Kolkata - 700 099, District - South 24 Parganas, as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed Ground Plus Three Storied building with Lift facility to be constructed on the said land as per sanctioned residential building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, passages ways, driveways, Lift and Lift room, common lavatories, pump room, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : shall mean that the **OWNERS** shall jointly get entire Second Floor of the proposed building and 50% (fifty percent) of the First Floor i.e. one Flat situated on the Eastern side of the First Floor of the proposed building together with Owners shall get 50% (Fifty percent) of Car Parking Space area situated on the Ground Floor of the proposed building. If required after sanction of the building Plan a Supplementary Agreement will be executed by and between the Parties herein for the clear distribution of the Developer's Allocation and the Owners' Allocation. The **OWNERS' ALLOCATION** has been mentioned in the **SCHEDULE - 'B'** below.
- (h) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** herein shall get the entire sale proceeds of the sanction flat area of the remaining construction of the proposed building i.e. entire Third Floor (Top Floor) and remaining portion of

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the First Floor (excluding the **OWNERS' ALLOCATION** of the First Floor Eastern side Flat) and the **DEVELOPER** shall also get the remaining 50% (Fifty percent) Car Parking Space area on the ground floor of the proposed building as mentioned in the **SCHEDULE "D"** herein and hereinafter referred to as the "**DEVELOPER'S ALLOCATION**". The **DEVELOPER** shall also enjoy the undivided proportionate share of land and other common rights and facilities etc. as described in the **SCHEDULE 'D'** hereunder written.

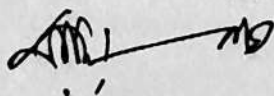
- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
- 2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
- 3. **THE OWNERS DECLARE** as follows:
 - (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to their said property as described in the **SCHEDULE 'A'** below.
 - (b) That the said property as described in the **SCHEDULE - 'A'** is free from all encumbrances and the **OWNERS** have a good marketable title in respect of their said plot of land and property as described in the **SCHEDULE - 'A'** below.



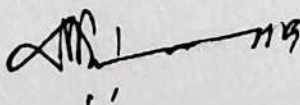
- (c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions documentation such as paid up K.M.C. Tax upto date tax whatsoever or howsoever.

4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:

- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to make the new construction on the said Premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to on the entire property to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and the **OWNERS** shall give full co-operation to the **DEVELOPER** for the same as and when required.
- (b) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written and rest sale proceeds etc., of the project shall be enjoyed by the **DEVELOPER** herein.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of **DEVELOPER** and if any alteration/ modification of making further plans for proposed construction are required, the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** and execute the documents in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/ co-operation/ signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.

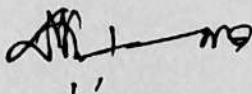


- (e) That the **DEVELOPER** shall erect the building in the said Premises as per said sanctioned building plan at the cost of the **DEVELOPER** and for the same the **OWNERS** shall put their signature as and when necessary and the during construction or after construction the **DEVELOPER** shall sell only the Developer's portion togetherwith proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**. The **DEVELOPER** shall have to complete the entire building including the Owners' Allocation.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground plus three storied building thereon in accordance with the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office.
- (g) The **DEVELOPER** shall make, building construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by him for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and providing therein other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of their allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon



in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for facilitating the proposed project.

- (j) That the **DEVELOPER** shall at its own costs construct and complete the entire proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 24 (Twenty Four) months from the date of sanction of building plan and also from the date of taking over possession of the **SCHEDULE 'A'** mentioned property whichever is later.
 - (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon. The **DEVELOPER** shall make the entire building with full habitable condition.
5. **THE OWNERS HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER** as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
 - (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
 - (iii) The **OWNERS** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed new building as per sanctioned building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** within 24 (Twenty Four)



months to be calculated from the date of sanction of the building plan and also from the date of taking over possession whichever is later.

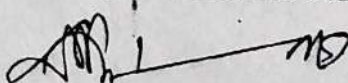
- (iv) The **DEVELOPER** shall sell all the flats, garage etc. of the proposed building as the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' Allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNERS** hereby empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the **SCHEDULE - A** hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make Agreement for Sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate Development Power of Attorney in favour of the **DEVELOPER**.
6. **THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS** as follows :-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.

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- (ii) To complete the construction of the building within 24 (Twenty Four) months from the date of sanctioning the building plan in the premises as well as from the date of taking over vacant possession on the land whichever is later. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time as per its requirement.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) All deeds and documents on the Developer's Allocation shall be prepared by the **DEVELOPER**.
- (vi) Completion time of the project shall be 24 (Twenty Four) months from the date of sanction of the building plan by K.M.C.
- (vii) Both the Parties shall give co-operation to each other.
- (viii) K.M.C. tax with arrears, if any, upto the date of signing this agreement, shall be paid by the **DEVELOPER** and the **OWNERS** shall co-operate with the **DEVELOPER**.
- (ix) Thereafter such tax upto the period of handing over of Owner's allocation shall be borne by the **DEVELOPER**.
- (x) The complete construction specification shall be part of the agreement under annexure X.

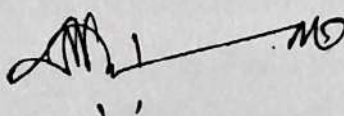
7. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the proposed construction excluding the Owners' Allocation and shall enjoy its Allocation without interference or disturbances from the Owners' end, provided the **DEVELOPER** shall perform all the construction work as per the



terms and conditions as within mentioned including various specifications as laid down as per annexure.

- (ii) The **OWNERS** shall execute and register a Development Power of Attorney in favour of the **DEVELOPER** to complete the project and also register conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building when they shall be called for.
- (iii) The **OWNERS** shall deposit the original Deed, link deed, and other original papers in respect of the property to the **DEVELOPER** at the time of execution of this agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNERS**.
- (iv) That the entire property has not been in the record of the Ld. B.L. & L.R.O by the **OWNERS** and the **DEVELOPER** shall record their names in the record of the Ld. B.L. & L.R.O and the **DEVELOPER** shall clear up all the previous outstanding land taxes and also taxes of the K.M.C. and the **OWNERS** shall co-operate to the **DEVELOPER** for the same and the **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers. That the **OWNERS** after taking possession of the **OWNERS' ALLOCATION** in the said building, **OWNERS** shall have to pay the necessary maintenance of the building and also the proportionate taxes..
- (v) The **OWNERS** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.
- (vi) The **DEVELOPER** shall be always liable to pay the entire cost of the building materials or all the outstanding of the suppliers or contractors who shall join in the project.
- (vii) If any accident occurs during the construction the **DEVELOPER** shall only then remain financially liable to the such party. The **OWNERS** shall not be liable by any means.

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8. ARBITRATION:

- (i) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.
- (ii) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

9. JURISDICTION:

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

SCHEDULE – 'A' (DESCRIPTION OF THE PROPERTY)

ALL THAT piece and parcel of land measuring land area of 3 (Three) Cottahs 14 (Fourteen) Chittacks 14 (Fourteen) Sq.ft. togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. whereon a Ground Plus Three storied building with Lift facility shall be erected as per sanctioned building sanctioned by The Kolkata Municipal Corporation and situated at situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 4, 5 and 12. R.S. No.2, Scheme Plot No.8, comprising in R.S. Dag No. 356/406, under R.S. Khatian No. 356, known as K.M.C. Premises No.1260, Kalikapur, within the Ward No.109, Assessee No.31-109-06-6249-5, P.S. Purba Jadavpur, Kolkata – 700 099, Additional District Sub- Registry Office at Sealdah, District - South 24 Parganas and the entire property is butted and bounded by :

ON THE NORTH : Scheme Plot No.7;
ON THE SOUTH : 20'-0" Wide Road;
ON THE EAST : Scheme Plot No.8A;
ON THE WEST : 20'-0" wide Road.

SCHEDULE – 'B' ABOVE REFERRED TO (ALLOCATION FOR THE OWNERS TO BE OBTAINED FROM THE DEVELOPER

The OWNERS shall jointly get from the DEVELOPER entire Second Floor of the proposed building and 50% (fifty percent) of the First Floor i.e. one Flat situated on the



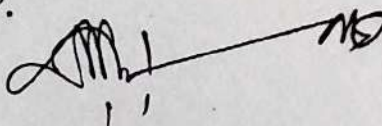
Eastern side of the First Floor of the proposed building together with Owners shall get 50% (Fifty percent) of Car Parking Space area situated on the Ground Floor of the proposed building. If required after sanction of the building Plan a Supplementary Agreement will be executed by and between the Parties herein for the clear distribution of the Developer's Allocation and the Owners' Allocation Besides the OWNERS shall enjoy the undivided proportionate share of land and also the common portions as mentioned in the SCHEDULE - 'C' below and the entire building shall be erected at the cost of the DEVELOPER as per annexed specification and also as per sanctioned building plan.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, common passage, landings, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof, and mummy roof, stair, main gate and proportionate land, pump and motor, septic tank, water reservoir and water tank.

SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT piece and parcel of all other rest entire sale proceeds of the sanction area of the remaining construction of the proposed building excluding the 'OWNERS' ALLOCATION' i.e. entire Third Floor (Top Floor) and remaining portion of the First Floor (excluding the OWNERS' ALLOCATION of the First Floor Eastern side Flat) and the DEVELOPER shall also get the remaining 50% (Fifty percent) Car Parking Space area on the ground floor of the proposed building as mentioned in the SCHEDULE "D" herein and hereinafter referred to as the "DEVELOPER'S ALLOCATION". The entire building shall be constructed by the DEVELOPER at its cost as per sanctioned building plan to be sanctioned by K.M.C. and also as per annexed specification. The DEVELOPER shall enjoy the flat and Car Parking area along with undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" herein and also the common facilities as mentioned in the SCHEDULE - 'C'.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. *Abhejit Kumar Mishra*
69/1, Baghajatin Place
Kolkata. 700086

1. *Surbabha Das Sharma*

2. *Malabika Das Sharma*

SIGNATURE OF THE OWNERS

2. ~~*Somesh Mishra*~~
~~*Advocate*~~
~~*High Court*~~
~~*Calcutta*~~

M/S DIPLOM BISWAS
Biswas Brothers.
Proprietor

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY:

Deb Kumar Misra
(DEBES KUMAR MISRA) *(AM)* *(MD)*
ADVOCATE

HIGH COURT, CALCUTTA

Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-86

PH-9830236148(D.K.M.).

Email:debeskumarmisra@gmail.com

9051446430(Somesh),

Email:mishrasomesh08@gmail.com

9836115120(Tapesh),

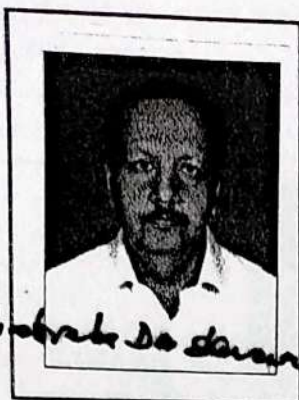
Email:tapesh.mishra85@gmail.com

ANNEXTURE : XSCHEDULE OF WORK(SPECIFICATION OF THE CONSTRUCTION)

All Civil work as per I.S.I. standard.

- Floors** : Marble flooring all over.
- Doors** : Frame of high quality Sal Wood. Leaf of 1st class flush type (Commercial) with standard lock in all doors and necessary accessories in other doors with synthetic enamel paint.
- Kitchen** : Black stone cooking platform fitted with Steel sink and workshelf with tiles flooring and tiles with upto 3'-0" height on kitchen platform
- Toilet** : Designs Mat tiles upto 6'-0" in W.C. wall and flooring complete floor tiles and with white wash basin, pan, commode (Hindware make), shower, water closet, bib cock, stop cock and standard fittings with designs tiles in toilet wall upto 6'-0" ft. with P.V.C. door.
- Electrical** : Concealed Finolex wiring with copper wires, two light points, fan and plug points one each in all bed, drawing/dining rooms and one light point in each other room with entrance door bell point one number with power point (15 Amps) in drawing-dinning, LCD point.
- Water** : Concealed water supply line with Blue PVC pipes with standard fittings in kitchen and toilet, ground water will be supplied by pump and distributed through overhead reservoir.
- Windows** : Ms grill window with glass and grill and necessary accessories, with synthetic enamel painting, Compound wall with gates to be provided.
- Wall** : All wali surface will be finished by plaster of paris in inside wall and staircase. Water proofing cement paint in outside wall.
- Roof** : Roof treatment shall be done.
- Verandah** : Verandah railing up to window seal height.
- Car Parking**: White washing in Car Parking Space.

It is noted that if any extra work is done out of the said specification by the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.



Sibabrata Das Sharma

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name SIBABRATA DAS SHARMA

Signature Sibabrata Das Sharma



Malabika Das Sharma

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name MALABIKA DAS SHARMA

Signature Malabika Das Sharma

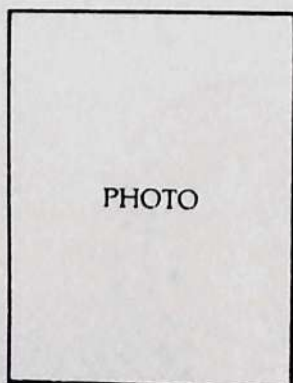


Biplab Biswas

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name BIPLAB BISWAS

Signature Biplab Biswas





	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name







Signature

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08251 / 2014, Deed No. (Book - I , 07827/2014)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sibabrata Dassharma 83/1, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	 09/10/2014	 LTI 09/10/2014	<i>Sibabrata Dassharma</i> 9/10/2014

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sibabrata Dassharma Address -83/1, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	Self	 09/10/2014	 LTI 09/10/2014	<i>Sibabrata Dassharma</i>
2	Malabika Dassharma Address -83/1, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	Self	 09/10/2014	 LTI 09/10/2014	<i>Malabika Das Sharma</i>
3	Biplab Biswas Address -213, Purbalok, Mukundapur, Kolkata, Thana:-Purba Jadabpur, P.O. :-Kalikapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700099	Self	 09/10/2014	 LTI 09/10/2014	<i>Biplab Biswas</i>

Name of Identifier of above Person(s)

Somesh Mishra
High Court Calcutta, Old Court House Street, Kolkata,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL,
India, Pin :-700001

Signature of Identifier with Date

Somesh Mishra
09/10/14



District Sub-Registrar-III
 Alipore, South 24 Parganas
 (Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
 Office of the D.S.R. - III SOUTH 24-PARGANAS



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

Endorsement For Deed Number : I - 07827 of 2014
(Serial No. 08251 of 2014 and Query No. 1603L000016329 of 2014)

On 09/10/2014

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) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 53.00/-, on 09/10/2014

(Under Article : ,E = 21/- ,H = 28/- ,M(b) = 4/- on 09/10/2014)

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.-78,18,889/-

Certified that the required stamp duty of this document is Rs.- 10020 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 9100/- is paid , by the draft number 903835, Draft Date 08/10/2014, Bank : State Bank of India, Jadavpur Stadium, received on 09/10/2014

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

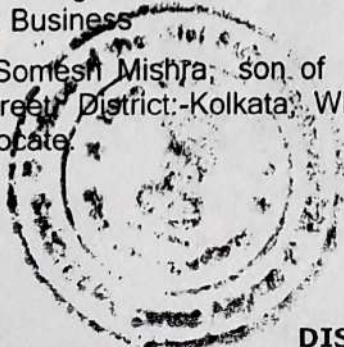
Presented for registration at 12.16 hrs on :09/10/2014, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Sri Sibabrata Dassharma , one of the Executants.

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

Execution is admitted on 09/10/2014 by

1. Sri Sibabrata Dassharma, son of Late Prafulla Dassharma , 83/1, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075, By Caste Hindu, By Profession : Service
2. Smt. Malabika Dassharma, wife of Sri Sibabrata Dassharma , 83/1, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075, By Caste Hindu, By Profession : House wife
3. Sri Biplab Biswas
Proprietor, Messrs Biplab Biswas, 213, Purbalok, Kalikapur, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700099.
, By Profession : Business

Identified By Somesh Mishra, son of . . , High Court Calcutta, Old Court House Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.



District Sub-Registrar-III
Alipore, South 24 Parganas

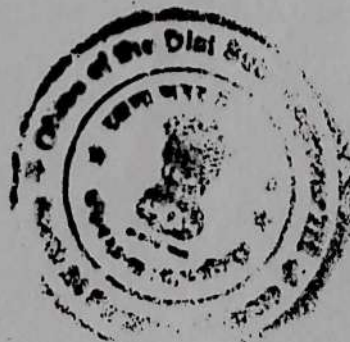
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS



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

Endorsement For Deed Number : I - 07827 of 2014
(Serial No. 08251 of 2014 and Query No. 1603L000016329 of 2014)

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



(Signature)
District Sub-Registrar-III
Alipore, South 24 Parganas

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 19
Page from 3679 to 3700
being No 07827 for the year 2014.



(Rajendra Prasad Upadhyay) 22-October-2014
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal

District Sub-Registrar-III
Alipore, South 24 Parganas

DATED THIS DAY OF 2014

BETWEEN

SRI SHIBABRATA DAS SHARMA & ANR.

OWNERS

AND

M/S. BIPLAB BISWAS

DEVELOPER

AGREEMENT

DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA
ADVOCATES'
HIGH COURT CALCUTTA
69/1, BAGHAJATIN PLACE,
KOLKATA - 700086
PHONE NO. 2425-0490
MOB.9830236148
MOB.9836115120
MOB.9051446430