

02127

VC-294/14

1 02333/14

# भारतीय गैर न्यायिक

पचास  
रुपये  
₹.50

भारत

FIFTY  
RUPEES

Rs.50

सर्वोच्च न्यायालय

INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 243102

Certified that the document is admitted to registration. The signature sheets and the endorsement sheet, attached with the document are the property of this document.

*Shyam*  
District Sub-Register-III  
Alipore, South 24-parganas

## MEMORANDUM OF AGREEMENT

THIS DEED OF AGREEMENT FOR DEVELOPMENT is made on this the 10<sup>th</sup> day of March in the year Two Thousand and Fourteen (2014) A.D. BY AND

BETWEEN

000871

04 MAR 2014

Serial..... Date.....  
Name : S.C. Muzumder (Adv)  
Address : Alipore Police Court Kol-27  
Rs.....  
Sign.....  
A. K. PUNNAYASTHA (STAMP VEN. OR)  
Alipore Police Court Kol-27

Print

NCTI - 1097

BISWAS ENTERPRISE

Proprietor



NCTI - 1100

Tapishwar Pandit

NCTI - 1101

Tapishwar Pandit

District Sub Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

NCTI - 1102

Vikram Singh

M. Pandit  
S/o T. Pandit  
5 Kankalini Road  
Kol-29

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 6  
Page from 3913 to 3936  
being No 02333 for the year 2014.



(Rajendra Prasad Upadhyay) 26-March-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





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

Endorsement For Deed Number : I - 02333 of 2014

(Serial No. 02127 of 2014 and Query No. 1603L000004464 of 2014)

On 10/03/2014

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

Presented for registration at 19.25 hrs on :10/03/2014, at the Private residence by Sri Tapeswar Pandit , one of the Executants.

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

Execution is admitted on 10/03/2014 by

1. Sri Tapeswar Pandit, son of Late Paltu Pandit , Flat No:2 A/2 B, 66 B, Dr. G. S. Bose Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession : Business
2. Smt. Chandrawati Pandit, wife of Sri Tapeswar Pandit , Flat No:2 A/2 B, 66 B, Dr. G. S. Bose Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession : House wife
3. Sri Biswajit Biswas  
Proprietor, M/s. Biswas Enterprise, 83, Ahallya Nagar, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700099.  
, By Profession : Business
4. Sri Vikram Singh, son of Sri Manij Singh , F-4 G, Laxmi Tower, 541 A, Rabindra Sarani, Kolkata, Thana:-Shyampukur, District:-Kolkata, WEST BENGAL, India, Pin :-700003, By Caste Hindu, By Profession : Business

Identified By M Pandit, son of T Pandit, 5, Kankulia Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste: Hindu, By Profession: Others.

( Malay Chakrabarty )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

On 11/03/2014

**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.-1,13,27,176/-

Certified that the required stamp duty of this document is Rs.- 20021/- and the Stamp duty paid as: Impresive Rs.- 50/-

( Smritikana Panda )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

On 19/03/2014

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



*Upadhyay*  
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-Parqanas

Endorsement For Deed Number : I - 02333 of 2014

(Serial No. 02127 of 2014 and Query No. 1603L000004464 of 2014)

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 Cash

Rs. 7.00/-, on 19/03/2014

Amount by Draft

Rs. 22035/- is paid , by the draft number 757997, Draft Date 12/03/2014, Bank Name State Bank of India, MUKUNDAPUR, received on 19/03/2014

( Under Article : B = 21989/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 19/03/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 20000/- is paid , by the draft number 757996, Draft Date 12/03/2014, Bank : State Bank of India, MUKUNDAPUR, received on 19/03/2014

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



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

**DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**



(1) **SRI TAPESHWAR PANDIT**, son of Late Paltu Pandit, by faith -Hindu, by occupation -Business, and (2) **SMT. CHANDRAWATI PANDIT**, wife of Sri Tapeshwar Pandit, by faith - Hindu, by occupation - Housewife, both are residing at 66B, Dr. Girindra Sekhar Bose Road, Flat No. 2A/2B, P.S. Kasba, Kolkata - 700 039, hereinafter called and referred to as **LAND OWNERS** (which expression unless repugnant to the context shall include their heirs, executors, administrators and assigns ) of the **FIRST PART**.

AND

(1) **M/S. BISWAS ENTERPRISE** a Proprietorship Firm, having its office at 83, Ahallya Nagar, Mukundarpur, P.S. Purba Jadavpur, Kolkata - 700099, represented by its Proprietor **SRI BISWAJIT BISWAS**, son of Sri Prohash Biswas, by faith Hindu, by Occupation- Business, residing at A/41,Ganga Nagar, Mukundapur, P.S. Purba Jadavpur, Kolkata - 700 099, (2) **SRI VIKRAM SINGH**, son of Sri Manoj Singh, by faith - Hindu, by occupation - Business, residing at 541A, Rabindra Sarani, F-4G, Laxmi Tower, P.S. Shyampukur, Kolkata -700 003, hereinafter called and referred to as the **DEVELOPERS/ PROMOTERS**( which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, Partners, administrators successor-in-business and assigns) of the **SECOND PART**.

WHEREAS land owners herein namely **SRI TAPESHWAR PANDIT**, and **SMT. CHANDRAWATI PANDIT** purchased **ALL THAT** piece and parcel of land measuring 3 Cottahs 5 Chittaks 31 sq.ft. more or less which is lying and situated at Mouza Madurdah, J.L. No. 12, R.S. No. 212, under Touzi No. 2998, comprising in C.S. Dag No. 448, R.S. Dag No. 455, appertaining to C.S. Khatian No. 133, R.S. Khatian No. 187, P.S. Tiljala, Sub Registry office Alipore, at present Sibadaha, Pargana-Khaspur, within the limits of Kolkata Municipal Corporation, under ward no.108 (Jadavpur Unit), being Premises No.1330, Madurdah, Kolkata



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

-700 107, District South 24 Parganas from the then rightfull owner namely Dr. Jayanta Basu, son of Late Ajit Kanta Basu, of 13, Ballygunge Place, P.S. Gariahat, Kolkata -700 019, by a sale Deed on 16.05.2006, which was registered in the office of D.S.R -III, Alipore and recorded in Book No.1, Volume no.15, Pages 5309 to 5322, Being no. 7143, for the year 2006.

**AND WHEREAS** after purchase of aforesaid land measuring about 3 Cottahs 5 Chittaks 31 sq.ft. Owners herein mutated their names in the record of Kolkata Municipal Corporation and recorded as Premises No.1330, Madurdah, Ward No. 108, Kolkata -700 107.

**AND WHEREAS** land owners further purchased **ALL THAT** piece and parcel of land measuring 3 Cottahs 4 Chittaks 24 sq.ft. more or less which is lying and situated at Mouza Madurdah, J.L. No. 12, R.S. No. 212, under Touzi No. 2998, comprising in C.S. Dag No. 448, R.S. Dag No. 455, appertaining to C.S. Khatian No. 133, R.S. Khatian No. 187, P.S. Tiljala, Sub Registry office Alipore, at present Sibadaha, Pargana-Khaspur, within the limits of Kolkata Municipal Corporation, under ward no.108 (Jadavpur Unit), being Premises No.760 Madurdah, Kolkata -700 107, District South 24 Parganas from the then rightfull owners namely (1) Smt. Supriti Burman, wife of Late Bisweshwar Kumar Barman, (2) Sri Bikram Burman, and (3) Sri Basab Burman, both sons of Late Bisweshwar Kumar Burman of 45B/C, Moore Avenue, P.S. Regent Park, Kolkata -700 040 by a sale Deed on 146.09.20046, which was registered in the office of D.S.R -III, Alipore and recorded in Book No.1, Volume no.10, Pages 180 to 197, Being no. 05114, for the year 2004.

**AND WHEREAS** after purchase of aforesaid land measuring about 3 Cottahs 4 Chittaks 24 sq.ft. owners herein mutated their names in the record of



District Sub-<sup>M</sup>Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

Kolkata Municipal Corporation and recorded as Premises No. 760, Madurdah, Ward No. 108, Kolkata -700 107.

**AND WHEREAS** land owners herein become absolute joint owner of the said total land measuring 6 Cottahs 10 Chittâks 10 sq.ft. more or less by way of purchase and they paid taxes regularly to the appropriate authority of premises no.1330 & 760, Madurdah, under ward no.108 and they have in peaceful possession, occupation enjoyment over the said property and said property is free from all encumbrances and mutated said land measuring 6 Cottahs 10 Chittâks 10 sq.ft. into single premises being Premises No. 760, Madurdah, under ward no.108, Kolkata -700 107.

**AND WHEREAS** the owners are lawfully seized and possessed of or otherwise well sufficiently entitled to the total land measuring about 6 Cottahs 10 Chittâks 10 sq.ft. more or less, having unfettered rights, title and interest thereto and free from all charges, encumbrances and attachments whatsoever.

**AND WHEREAS** the said present Owners, the party of the First Part in view to develop the same herein have authorised to the Developer **(1) M/S. BISWAS ENTERPRISE** a Proprietorship Firm, having its office at 83, Ahallya Nagar, Mukundarpur, P.S. Purba Jadavpur, Kolkata - 700099, represented by its Proprietor **SRI BISWAJIT BISWAS**, son of Sri Prohash Biswas, by faith Hindu, by Occupation- Business, residing at A/41,Ganga Nagar, Mukundapur, P.S. Purba Jadavpur, Kolkata - 700 099, **(2) SRI VIKRAM SINGH**, son of Sri Manoj Singh, by faith - Hindu, by occupation - Business, residing at 541A, Rabindra Sarani, F-4G, Laxmi Tower, P.S. Shyampukur, Kolkata - 700 003, the party of the Second Part as their lawful representative to construct the same as per agreement and the present Owners also have declared hereby that the said property is free from all encumbrances, charges, liens, lis pendents, claims, demands, trust, acquisition or requisition or whatso-



District Sub-Registrar-III  
Alipore, South 24-Parganas  
10 MAR 2014

ever and the present Owners have full marketable right, title and interest of the aforesaid land described in the Schedule "A" property and if any false statement given by the aforesaid Owner, the party of the First part, for which the Developer, the party of the Second Party may suffer in any steps relating to the construction of aforesaid building etc. on the landed property described in Schedule "A" will get all damages, compensations or any loss or whatsoever in connection to the Development of New Building including others from the Owner herein. If it is found that before the execution of this agreement the above mentioned holding are encumbered and or subject to any litigation or found to be effected by any scheme or alignment of Govt. of any statutory authority or any things suppressing regarding this Schedule mentioned property, Owner will forthwith refund the refundable advance money involved by the Developer.

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

1. That in connection to the development of the said land measuring about 6(six) Cottahs 10(ten) Chittaks 10(ten) sq.ft. more or less which is lying and situated at Mouza Madurdah, J.L. No. 12, R.S. No. 212, under Touzi No. 2998, comprising in C.S. Dag No. 448, R.S. Dag No. 455, appertaining to C.S. Khatian No. 133, R.S. Khatian No. 187, P.S. Tiljala, Sub Registry office Alipore, at present Sibadaha, Pargana-Khaspur, within the limits of Kolkata Municipal Corporation, under ward no.108 (Jadavpur Unit), **being Premises No.760 Madurdah, Ward No. 108, Kolkata -700 107, District South 24 Parganas** the construction of new building and other as per proposed sanctioned plan by the authority concerned and also to completion of all Flats, Car parking space etc. the Developer, the party of the Second part shall arrange for or invest all sums of money required for/or to develop the same for time to time and in this respect the Owners



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

herein above shall have no responsibilities and liabilities whatsoever.

2. That, Owners declare that they have absolute marketable right and title in respect of the land described in Schedule "A" property and in respect of their right, title interest and possession in the property mentioned in Schedule "A" which is free from all encumbrances and the Owners herein have every right to enter into this Agreement with the Developer herein.

3. That the party of the Second part herein, Developer, being fully satisfied after examining all the documents, right, and titles of the Owners in respect of the aforesaid land described in Schedule "A" distinctly and the Owners declare that no notice of a acquisition or requisition has been served upon the Owner and if the Schedule "A" property is subsequently acquisitioned or requisitioned entire compensation in respect of the building will be paid to the Developer and Owner is entitled only to the land. The Owners also declare that no suits or proceedings are pending in respect of the schedule "A" property.

4. The Developer herein will construct aG+IV Storied building on the Schedule "A" property , in compliance with the plan sanctioned by the authority concerned of Kolkata Municipal Corporation at his own cost.

5. The Owners shall remain indemnified for any expenses incurred by the Developer for such construction of the building on the Schedule "A" property and the Owners will also remain indemnified for deviation from the sanction plan made by the Promoter/Developer and in case of any deviation from the sanction plan the Developer will have to get the modified plan sanctioned or to demolish the deviated portion and reconstruct the same.

6. That the Owners shall be strictly responsible to sign, execute and affirm all applications forms, official and relevant papers, petitions, affidavits and plans and any other Plaints or documents and also to do all acts, before and after the



District Sub Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

execution of a General Power of Attorney have to be made to or in favour of the Developer, the party of the Second part herein immediately or after the execution of this Agreement or within 15 days from the date of execution of this Agreement and also the Owner hereby undertake to co-operate in all matters and things that will be essential or necessary in relation to the development of the aforesaid property in form of multi storied residential building and others as stated herein above at the cost of the developer herein, the party of the Second Part.

7. That the Owners the party of the First Part hereby grant, confirm and give exclusive permission to the Developer, the party of the Second part for construction of aforesaid new building accordingly, including all modification thereto as might be required time to time. And the party of the Second part also shall be fully responsible for development in the form of multi storied building and others as stated above and the Owner shall do or have no interference and shall not obstruct in any matter.

8. That the Owners in consideration of their contribution of the said land, more fully and particularly mentioned in the Schedule "A" for agreeing or permitting the Developer to develop the same by construction residential building consisting of several Flats, Car parking spaces etc. as per sanctioned building plan by the authority concerned and the Developer in lieu of his above contribution shall pay and allocate the present Owners herein the party of the First part as per Schedule "B" or called Owner's Allocation or portion that shall be handed over as per Schedule "B" instead of his entire land and every piece and parcel of the land described in the Schedule "A" hereunder written which is totally hereby agreed to go under Developer's right to break, open, utilize all the materials for his own purpose and to sell all or any materials to any person or persons under



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

the choice of the Developer and utilize the money or enjoy the said amount for his own purpose or for the development purpose whatsoever.

9. That after the execution of this agreement the Owners must execute and registered a General Power of Attorney in favour of (1) **SRI BISWAJIT BISWAS** son of Sri Prohash Biswas, of A/41, Ganga Nagar, Mukundapur, P.S. Purba Jadavpur, Kolkata - 700 099, (2) **SRI VIKRAM SINGH**, son of Sri Manoj Singh, by faith - Hindu, by occupation - Business, residing at 541A, Rabindra Sarani, F-4G, Laxmi Tower, P.S. Shyampukur, Kolkata - 700 003, as herein stated before where a complete, exclusive right, power and authority on the aforesaid land shall be given in regard to aforesaid construction and disposal of Flats such as making Agreements with or any kinds of Deeds of transfer to any intending Purchaser/Purchasers by the Developer from Developer's Allocation only.

10. That within the 15 days from the date of this agreement executed, the Owners shall deliver or handover the vacant possession of the land with all piece and parcels of the said lying and situated on the aforesaid land and shall give the exclusive power to the Developer, the party of the Second part to enter the said land, and to do all other activities such as to appoint or engage Municipal approved Engineer or Architects for preparation of building plan, drawing, design and specification for the sanction of the same from the authority concern and also the Developer can appoint necessary Contractors, other personals to undertake the construction as per building plan herein mentioned with its own costs and responsibility.

11. The Owners shall bear the municipal taxes, proportionately after getting Owners' allocation and possession from the party of the Second Part herein, the Developer, But the construction and before giving possession of respective Flats to the Owners as well as the other Purchasers, the whole Municipal taxes shall be borne by the Developer.

The Owners shall bear all outstanding Municipal Taxes before signing of this



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

Agreement.

12. That the party of the Second Part, the Developer shall remain responsible for all deviations violations, breach of peace and also bear any kind of expenses regarding construction of the said building upto the stage of completion and possession handed over to the respective Owner/Purchaser(s) and after giving possession to the aforesaid persons herein mentioned the Developer shall have no responsibilities on any other expenses.

13. That regarding allocation of Owners' share and monetary benefit, the party of the First Part and the party of the second part i.e. "Owners and Developer" have been agreed with full satisfaction and Owners' allocation are fixed and clearly described in the Schedule "B" respectively below, shall be prayed and divided under this manner and there shall be no question of percentage between the both parties except the Owner, fixed Allocation as under : - **LAND OWNERS** will be allocated or provided 50% of Sanction F.A.R. of said newly proposed building including 50% Car Parking Space on the Ground floor of said building (i.e 50% of First floor(south-east side), 50% of Second floor(south-east side), 50% of Third floor(south -east side) and 50% of Fourth floor(south -east side) and 50% car parking space at South -East side on the Ground floor of said building and in addition Developer shall pay of Rs. 20,00,000/- (Rupees Twenty Lacs) only to the owners as forfeited money.

14. The Developer, the Party of the Second Part shall handover or deliver the possession of the Flats and other stated herein written within 30(Thirty) months from the date of the Development Agreement. If the Developer is unable to complet the said building within time in that event Developer shall pay of Rs. 50,000/- per months as compensation amount to the land lord.

15. After execution of this agreement the Developer will be at liberty to make



M  
District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

advertisement, for the purpose of construction, to enter into agreement with prospective purchasers of the Flats of the Developer's allocation, take advances and /or full/part consideration money from intending purchasers from Developer's allocation and also to deliver the possession of the flats and others from Developer's allocation.

16. That the Owners will come any time when Developer will call for regarding construction of a new proposed building or any types of act. The Owners and/or their representative shall have the right to inspect/clarify/suggest the construction work of the building regarding quality of the construction work during entire period of construction till completion.

17. That, the Owners hereby undertake to execute register the sale Deed in favour of the Developer and/or/Purchasers if necessary from the Developer's allocation at the time on taking the delivery of possession of the Owners' Allocation in respect of Flats and others alongwith proportionate right and interest of aforesaid land alongwith common areas and common facilities and amenities more particularly described in the Schedule "C".

18. That, all the Xerox documents of the title and rights on the aforesaid land shall be handed over to the Developer herein at the date of execution of this agreement for the purpose of facilitating the construction of new building as per construction specification more fully and particularly set-out in the Schedule "D" below. and land owner shall deliver the original documents to developer as when required.

19. That, the Developer shall have every Power to appoint, Engineer, Contractors, or other personnel who will construct said New Building as per sanctioned plan with standard building materials as per specification described morefully and particularly mentioned in the Schedule "D" with water storage tanks, drinking



District Sub-<sup>M</sup>Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

water, Electric Connection, Drainage, Sewerage etc. to the said building and with all other facilities that require in present days and easement right to all flats land of Schedule "A" property and equal undivided proportionate right in common passage and common areas according to apartment rules and the cost of common expenses shall be paid by the Flat Owner/Occupier.

20. The Owners shall not raise any objection to the proposed selling price of Developer allocated portion of the new building that going to be constructed which will exclusively be realized by the Party of the Second Part/Developer from the intending purchaser and the Owner also shall extends their hands of cooperation in every steps and every matters and shall meet up all disputes within themselves amicably.

21. The Owners shall not do any act, deed or things by which the Developer shall be prevented from smooth running of the construction of the proposed building and conveying the flats, Car Parking Space, and during subsistence of this agreement or after agreement signed by the both parties the Owners shall have no right to let-out, grant, licence, mortgage any part of this land and existing home during construction.

22. That for the construction of proposed new building etc. and time to time facilities that construction, the Developer herein may require to prepare various Deeds, documents and any others urgent officials or Govt. papers and Owner hereby nominate, constitute and appoint the Developer **(1) M/S. BISWAS ENTERPRISE** a Proprietorship Firm having its office at 83, Ahallya Nagar, Mukundarpur, P.S. Purba Jadavpur, Kolkata - 700099, **(2) SRI VIKRAM SINGH**, son of Sri Manoj Singh, of 541A, Rabindra Sarani, F-4G, Laxmi Tower, P.S. Shyampukur, Kolkata -700 003, as their true and lawful Constituted Attorney to execute and perform all acts, deeds and things that can be done by the Owners if they physically present.

23. That, the Owners herein the party of the First Part is giving exclusive and absolute power for construction of aforesaid new building and with right to sell the



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

Developer's Allocation and regarding the General Power of Attorney hereby is declared here that General Power of Attorney upto the stage of completion of the construction and distribution of allocation/portion of Owners as well as the Developer hereby and on the strength of this General Power of Attorney, the Developer can do every things that required to materialize both parties views such as :

To sanction of proposed building plan, to receive payment from intending Purchaser, to sell, transfer, lease agreement, flats in the new building with undivided proportionate share of land to Purchaser(s) to sign for executing all kinds of Agreement from Developer's Allocation to appear before any Court to file, defend for Civil, Criminal, Revenue matters or any other matters not mentioned here . In brief , on behalf of the Owners, the Developer, the party of the Second part can do all things for the purpose of construction of new building only and also can perform all activities that owners can do if physically present.

24. After completion of the proposed constructed building the Developer shall hand over the completion Certificate before hand over the owners' allocated portion.

25. That all the Owners and the Developer have been agreed in all matters herein written and have signed and executed this with full satisfaction willingly without instigation by others.

#### **SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :**

#### **SCHEDULE -"A"**

**ALL THAT** piece and parcel of land measuring 6 Cottahs 10 Chittaks 10 sq.ft. more or less, being Plot Nos. 17 & 19, which is lying and situated at Mouza Madurdah, J.L. No. 12, R.S. No. 212, under Touzi No. 2998, comprising in C.S. Dag No. 448, R.S. Dag No. 455, appertaining to C.S. Khatian No. 133, R.S. Khatian No. 187, P.S. Tiljala, Sub Registry office Alipore, at present Sibadaha, Pargana-Khaspur, within the limits of Kolkata Municipal Corporation, under ward



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

no.108 (Jadavpur Unit), being Premises No.760 Madurdah, Ward No. 108, Kolkata -700 107, District South 24 Parganas and the aforesaid land is butted and bounded as follows :-

On the North :- Land of Plot No.21.

On the South:- Land of Plot No.15.

On the East :- Land of R.S. Dag No. 455 and Block-C.

On the West :- 20ft wide K.M.C. Road.

**-:: SCHEDULE "B" OWNER'S ALLOCATION ::-**

**LAND OWNERS** will be allocated or provided 50% of Sanction F.A.R. of said newly proposed building including 50% Car Parking Space on the Ground floor of said building (i.e 50% of First floor(south-east side), 50% of Second floor(south-east side), 50% of Third floor(south -east side) and 50% of Fourth floor(south -east side) and 50% car parking space at South -East side on the Ground floor of said building and in addition Developer shall pay of Rs. 20,00,000/- (Rupees Twenty Lacs) only to the owners as forfeited money.

**- :: SCHEDULE "C" PROPERTY :: -**

**( COMMON FACILITIES )**

1. The right in common with the other Purchaser for the use of the common parts for egress and ingress and right in undivided proportionate share of land with common enjoyment of Top Floor roof.
2. The right of passage in common with other Purchaser to get electricity, water connection gas connection from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary beneficial use and occupation of the other parts, of the building.
3. The right of protection for other parts of the building by all parts of the said



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

unit as far it is necessary to protect the same.

4. All essential and easement rights applicable to Ownership flat as per apartment rule and possible in that area.

**- :: SCHEDULE "D" :: -**

**(DEVELOPER'S ALLOCATION)**

Apart from owner's allocation save or excluding owners' portion mentioned in Schedule "B" and will go under the right and possession of Developer's allocation(i.e 50% of total sanction F.A.R. to be sanctioned Kolkata Municipal Corporation including 50% Car parking Spaces) including proportionate imitable share of land with right and title of the land of the property Schedule "A"(i.e 50% of First floor(north-west side), 50% of Second floor(north -west side), 50% of Third floor(north -west side) and 50% of Fourth floor(north -west side) and 50% car parking space at North -west side on the Ground floor of said building and according to this Agreement Developer having full right and authority to sell and dispose any or entire flats, car parking spaces whatsoever by the strength if any kinds of deeds and all common rights as per Schedule "C" herein written.

Both the owner and the Developer herein in a contract by the Agreement date mentioned above with full satisfaction willingly without being instigated by others and both the parties i.e. Owners and Developer mentioned above have signed this Agreement before the witness received by the Owners have signed in the acknowledgment of the receipt and that be adjusted according to Agreement stated above.

**- :: SCHEDULE "E" :: -**

**( TECHNICAL SPECIFICATION OF THE BUILDING )**

**(common area)**

1. Stair case on all floors, staircase, landing on all floors.
2. Common passage from KMC road to the Ground Floor, Staircase landing, water pump, water tank and other plumbing installation and pump room.



District Sub-Registrar-III  
Alipore, South 24-Parganas  
10 MAR 2014.

3. Electrical wiring, motors, electrical fittings, (except those which are installed for any particular unit) Electrical Sub Station etc.
4. Drainage and Sewers.
5. Boundary wall and main gate.
6. Such other fittings, equipment and fixtures which are being used commonly either for the common purpose or needed for using the individual facilities/amenities.

- :: SCHEDULE "F" :: -

(Common Expenses)

1. The expenses of maintaining, repairing, re-detacting and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement water electricity supply system to all common areas mentioned in Fourth Schedule hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.
3. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Corporation taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable an account of the said Premises.
6. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities.



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Schedule of Work)

1. Building in General : R.C.C. framed super structure with standard steel, sand, cement, stone chips, mortar casting in accordance with specification building rules and as per the design of architect/engineer.
2. Brick work : all outside wall are 8" thick with sand cement mortar, all partition walls are 5"/3" with 1st class brick.
3. Plaster : all wall are plastered with sand cement of thickness 12.0 mm (inside) and 20.0 mm (outside), ceiling plaster will be 6.0 mm thick.
4. Flooring : all bedrooms would be furnished with Victyfy Tiles/Marble without any design, toilets and kitchen would be furnished with marble (2'x21/2)
5. Other finishes : toilets and w.c. 6-0" height with glazed titles will be fixed in toilets and W.C.
6. Sanitary and plumbing : toilets will be provided with Indian type w.c./European type(white) with lowdown P.V.C. white cistern, all water supply fitting will be with C.P. type, 1 No. in every Flat, Toilet will consist of 2 Nos.taps, 1 Nos taps only, within Indian/European type W.C. and cistern of white colour will be fixed, one no white colour 20" x 16" wash basin will be fixed in each flat at any suitable position decided by the owner.
7. Kitchen : Black Granites finish cooking platform (20" wide) with cylinder space on bottom, one stainless steel kitchen sink and white glazed tiles upto 6'-6" height over the walls of cooking platform will be fixed.
8. Door and windows : all doors frame would be made of Malaysian sal wood painted in colours would be 32 mm thick flush type made of chemically treated hard wood, door fittings, main doors, one cylindrical lock, one tower bolt, one magic eye, other doors - tower bolts, handle.(Main door would be Seagun wood)only owners allocation.



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

9. Toilet and kitchen doors : 24 mm thick P.V.C. doors/sal wood will be provided, **windows**: all windows would be made of Aluminium Sliding with clear/block tinted glass, all windows will be painted ms ornamental grill.
10. Electrical wiring : concealed wiring in all flat (copper electrical wiring), each flat will be provided with the Roma/Craft/Haveals.
  - a) Each bed room : 2. lights points, 1 fan point , 2 plug points (5 amp.) b) Living/ Dining : light points. 2 fan points, 2 plug points (5 amp.) c) Kitchen : 1 light, 1 exhaust fan point (5 amp.), 1 power point (15 amp.) d) W.C. : 1 light point (5 amp.) (e) Toilet : 1 light point, 1 exhaust point (5 amp.) 1 plug point (15 amp.) (f) Each Balcony : 1 light point (5 amp.) g) T.V. & Telephone : 1 T.V. point and 1 telephone point will be provided an each flat/ apartment. h) Required points for pump, stair, common passage and roof.
11. Water supply : overhead water tank attached with water pump for taking water from underground reservoir connected with K.M.C. water supply line.
12. Painting : Plaster of paris in bed rooms, dinning/drawing, verandah, toilets and kitchen, colour wash in staircase wall, outside cement based paint will be used by sonwcem.
13. Verandah grills : M.S. railings upto 2'-6" will be provided on brick work in such verandah.
14. Lift and Generator.

It is noted that if any extra work is done as per the desire of the purchasers and land owners for such extra work the purchasers shall pay the necessary cost to the Developer.



M  
District Sub-Registrar-II  
Alipore, South 24-Parganas

10 MAR 2014

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

SIGNED, SEALED & DELIVERED in presence of :-

**WITNESSES :-**

1.

*Alon Sofri*  
AN

*Tapas Kumar Pandit*  
(AFXPP4491E)

2.

*M. Pandit*  
5 Kankaria Road  
H.No. 29,

*दिलीप कुमार पांडिट*  
(CAGOPP5513E)

**SIGNATURE OF THE OWNERS/  
THE PARTY OF THE FIRST PART**

BISWAS ENTERPRISE

*Biswas Enterprise*  
Proprietor (AJPPB3712L)

*William Singh (C9APS0163G)*

**SIGNATURE OF THE DEVELOPER/  
THE PARTY OF THE SECOND PART**

Draft by me :

*Alon Sofri*  
AN

Advocate.

*Alipore po G. G. W.  
W. M.*



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

**MEMO OF FORFITED AMOUNT**

**RECEIVED** the within mentioned sum of **Rs. 20,00,000/- (Rupees Twenty lacs)** only from Developer by following manner :-

Date	Cash/Cheque No.	Drawn on	Amount
10.03.2014	411433	SBI, Baghbazar	Rs. 10,00,000/-
10.03.2014	411434	u	Rs. 10,00,000/-

Total **Rs. 20,00,000/-**  
**(Rupees Twenty Lacs) only**

**WITNESSESS**

1. *Abin Sofi*  
An

*Tapostwar Purohit*

2. *M. Pandit*  
5 Kankulie Road  
Kol. ip.

*Tapostwar Purohit*

**SIGNATURE OF THE OWNERS/  
THE PARTY OF THE FIRST PART**



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name Tapeshwar Pandit  
 Signature Tapeshwar Pandit

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name .....  
 Signature उषा पंडित

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name Biswajit Biswas  
 Signature Biswajit Biswas

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name Vilas Singh  
 Signature Vilas Singh



District Sub-Registrar-III  
Alipore, South 24-Parganas

10 MAR 2014