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Certified that the document is admitted to registration. The signature sheet's and the endorsement sheet's attached with this document are the part of this document.

Yesu
Addl Dist. Sub-Registrar
Alipore, South 24 Parganas

26 NOV 2013

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DEED OF DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 25th Day of November, 2013 (Two Thousand and Thirteen) A.D.

Serial. 4996000 Date 21/11/13

Name M/s Shell-Tech Construction

Address 2081, Chak Garia (E-14, Sammilani Park)

Rs. 5000/-

P.O. Santoshpur P.S. Survey Park

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

KOL-75

Anis Chandra Saha

9352

SHELL TECH CONSTRUCTION

Anis Chandra Saha

9363

Proprietor.

Sabali Biswas

9354

Sandipan Biswas.

9355

Soma Chowdhury.



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Tarun Chowdhury -
S/o Late Narayan Chowdhury.
22/A, Bansbarani South
Park, Kol-70.
Bismilce.

B E T W E E N

- 1) **SMT. SAFALI BISWAS**, wife of Late Subhash Biswas, by faith Hindu, by occupation Housewife, presently residing at 16/5, Khanpur Road, P.S. Jadavpore, now Patuli, Kolkata 700047, & also 13, Bansdroni New Govt. Colony, P.S. Regent Park, Kolkata 700070,
- 2) **SRI SANDIPAN BISWAS**, son of Late Subhash Biswas, by faith Hindu, by occupation Service, presently residing at 16/5, Khanpur Road, P.S. Jadavpore, now Patuli, Kolkata 700047, & also 13, Bansdroni New Govt. Colony, P.S. Regent Park, Kolkata 700070,

A N D

- 3) **SMT. SOMA CHOWDHURY**, wife of Sri Tarun Chowdhury, and daughter of Late Subhash Biswas, by faith Hindu, by occupation Housewife, presently residing at 22A, Bansdroni South Park, P.S. Bansdroni, Kolkata 700070, hereinafter collectively called and referred to as the **OWNERS/FIRST PARTY** (Which terms or expressions shall unless otherwise excluded by or repugnant to the context shall mean and exclude their heirs, legal representative and assign) of the **ONE PART**.

A N D

"M/S. SHELL-TECH CONSTRUCTION", a proprietorship Concern having its office at 2081, Chak Garia, (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, represented by its sole proprietor **SRI ANIL CHANDRA GHOSH**, Son of Late Surendra Chandra Ghosh, by religion Hindu, by occupation Business, residing at 2081, Chak Garia, (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, hereinafter called and referred to as the **BUILDER/DEVELOPER/SECOND PARTY** (Which terms or expressions shall unless otherwise excluded by or repugnant to the context shall mean and exclude his heirs, legal representative and assign) of the **OTHER PART**.

HISTORY OF THE TITLE OF THE LANDED PROPERTY

WHEREAS all materials time and for all intents and purposes one Sri Subhas Biswas son of Late Chittaranjan Biswas residing at 13, Bansdroni New Govt. Colony, P.S. Jadavpur, Kolkata was the absolute and beneficial owner and seized and possessed of or otherwise well and efficiently entitled to piece and parcel of demarcated bastu landed property measuring more or less 05 cottahs, 00 chittas, 00 sq. ft. along with several tiled shed structure thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No.



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33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16, Khanpur Road, P.S. Jadavpur, now Patuli, Kolkata 700047, Ward no. 98, District South 24 Parganas, from the then owners/vendors therein Sri Nousher Ali Mollah, Sri Ramjan Ali Mollah, Sri Korban Ali Mollah and Sri Raja Ali Mollah all sons of Late Bhoto Mollah through a registered Deed of Sale executed and registered in the office of District Sub Registrar Alipore, on 25th July, 1984 and recorded in Book no.1, Volume no. 82, pages 234 to 242, being no. 9727 for the year 1984 against valuable consideration mentioned therein.

AND WHEREAS the said Subhash Biswas thereafter mutated his name in the record of K.M.C. and got mutation in respect of the said property and got new Premises no.16/5, Khanpur Road, being K.M.C. Assessee No. 21-098-03-0423-1 under K.M.C. Ward no. 98, and started living with his family thereon.

AND WHEREAS the said Subhash Biswas while enjoying and possessing his property absolutely thereafter the said Subhash Biswas died intestate on 7th August, 2012 leaving behind him surviving his wife Smt Safali Biswas, one son Sri Sandipan Biswas and one daughter Smt Soma Chowdhury as legal heirs and successors who collectively inherited the property in equal shares from their husband and father respectively as per Hindu Succession act 1956.

AND WHEREAS thus at present Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury herein are only the legal heirs and successor of the said deceased Subhash Biswas and they all are the absolute joint undivided owners by way of inheritance in respect of the property at premises no 16/5, Khanpur Road, Kolkata-700 047 by virtue of Hindu Succession Act 1956.

AND WHEREAS Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury the only legal heirs of deceased Subhash Biswas thereafter applied for mutation in the record of the Kolkata Municipal Corporation assessment department instead of deceased Subhas Biswas in respect of the said property at KMC premises no. 16/5, Khanpur Road, P.S. Patuli, Kolkata-700 047 and got mutation in respect of the said property keeping the same Assessee No. 21-098-03-0423-1 and same Premises No. 16/5, Khanpur Road under K.M.C. Ward no. 98, Kolkata-700 047.

AND WHEREAS that we Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury are the absolute joint owners of the entire land measuring 05Collhas 00 Chattaks 00 sq.ft. more or less with several tiled shed structure



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standing thereon being its Municipal Premises No 16/5, Khanpur Road, P.S. Patuli, Kolkata-700 047 and have no others legal heirs.

AND WHEREAS now all the Owners are desirous of developing the said land mentioned in Schedule "A" herein under.

AND WHEREAS that the Developer herein knowing the intention of the Owners, has approached them and requested them allow & permit him to develop the said property which is more fully and particularly mentioned and described in the Schedule -A hereunder written, as per plan to be sanctioned by the Kolkata Municipal Corporation and to construct building/buildings at his own costs and expenses and after several round of discussions amongst the parties, they reached in conclusion to develop the project in the following manner as appear hereinafter.

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

ARTICLE-I

DEFINITION

1. **OWNERS:** shall mean (1) **SMT. SAFALI BISWAS**, wife of Late Subhash Biswas, (2) **SRI SANDIPAN BISWAS**, Son of Late Subhash Biswas, both residing at 16/5, Khanpur Road, P.S. Jadavpore, now Patuli, Kolkata 700047, and also 13, Bansdroni New Govt. Colony, P.S. Regent Park, Kolkata 700070, and (3) **SMT. SOMA CHOWDHURY**, wife of Sri Tarun Chowdhury, and daughter of Late Subhash Biswas, residing at 22A, Bansdroni South Park, P.S. Bansdroni, Kolkata 700070, and also include their respective heir or heirs, transferees, nominees, and their respective liabilities that is owners' liability for land title thereon.
2. **BUILDER/DEVELOPER:** shall mean "**M/S. SHEL-TECH CONSTRUCTION**, a proprietorship Concern having its office at 2081, Chak Garia, E-14, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, represented by its sole proprietor **SRI ANIL CHANDRA GHOSH**, son of Late Surendra Chandra Ghosh, residing at 2081, Chak Garia, (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata 700075 and also include his respective heir or heirs, transferees, nominees, and his respective liabilities that is Developer's liability for total construction thereon.



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3. **LAND/PREMISES:** shall mean ALL that piece and parcel of land measuring more or less 05 Cottahs-00 Chittas-00 Sft along with 400 Sft old tin shed house standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16/5, Khanpur Road, Assessee No. 21-098-03-0423-1, P.S. Jadavpur, now Patuli, Kolkata 700047, Ward no. 98, District South 24 Parganas, Kolkata-700047.
4. **BUILDING:** Building shall mean the multi-storied building to be constructed at the said premises/holdings thereon for residential purposes and car-parking space or spaces if any with all necessary fittings and fixtures and common spaces to be constructed by the Developer in accordance with the building plan and specification sanctioned by the appropriate authority of the Kolkata Municipal Corporation.
5. **COMMON FACILITIES:** Common facilities shall mean the area of lobbies, passage, roof, stair-cases, landing and other portion of the building intended or required for egress and ingress to any portion/flats for the use of the co-owner of the flats/roof of the top floor etc. and equipment and accessories. Provided for and/or reserved in the said building like motor pump, electric installation with plumbing, drainage and other installation, fittings, fixtures and machinery for common use and enjoyment more fully.
6. **OWNERS' ALLOCATION:** Owner's Allocation shall mean the area as mentioned in the Owners' Allocation in Article – V(a).
7. **DEVELOPER'S ALLOCATIONS:** Developer's Allocation shall mean the balance area after allocation of the owners' allocation as mentioned in Consideration and space allocation in Article-V(b) mentioned hereunder.
8. **ARCHITECT:** Architect shall mean such person/persons duly qualified, firm or company whom the Developer may appoint as architect for planning, designing and supervising the construction of the proposed new building at the Schedule-A property on behalf of the Developer as well as owners.
9. **BUILDING PLAN:** shall mean the plan for the construction of the said building as per sanction plan to be sanctioned by of the Kolkata Municipal Corporation and shall include any amendments thereto and/or modifications thereof, at the initiative and expenses of the second party.



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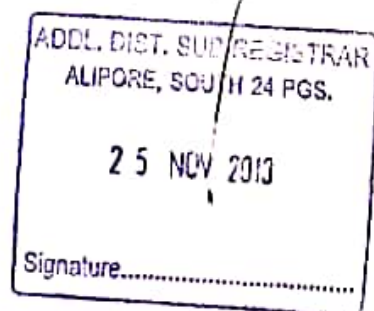
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ARTICLE-II

TITLE AND INDEMNITIES INCLUDING CONSTRUCTIONAL OBLIGATIONS

1. The owners declare and represent that they have good and absolute right, title to the said property and they have a marketable title to enter into this Agreement with the Developer. Thereafter the Developer also made all necessary enquiries/verifications from the places and the authorities concerned about the title of the Owners of the aforesaid landed properties. Both the owners and Developer declare that the original title deeds and relevant documents are lying with the Developer (received from the Owners herein) which the Owners as well as other prospective buyers and/or purchasers shall have right to inspect as and when required. The Developer do hereby agreed to hand over all the original deeds and documents as aforesaid back to the "Owners' Association" in fact immediately after giving possession of the Owners as well as all the prospective buyers and/or purchasers.
2. All expenses for the Sanction plan shall be borne by the Developer and the Owners shall not be liable to bear any expenses.
3. That the Developer shall sign (on behalf of the Owners herein as their agent and/or authorized person) and execute all Building Plan and papers relating thereto for the proposed building to be constructed at the said land of the Owners, so that the Developer can proceed with the construction on getting sanction or such plan concerning the said land. All expenses for preparation or such building plan and necessary fees for obtaining sanction thereof including all other incidental expenses shall be borne by the Developer exclusively.
4. The Developer hereby undertakes to construct the proposed new Building in accordance with the Building plan to be sanctioned by the appropriate K.M.C. authority and also undertakes to pay any damages, penalties and/or compounding fees thereto payable to the authority.
5. That the Owners herein shall hand-over the vacant possession of the said plot or land including the 400 Sq. ft. old tin shed house in favour of the Developer within 7 (seven) days from the date of execution of this Development Agreement. The Developer shall issue a possession letter to the Owners at the time of taking possession of the said plot.
6. That the Developer shall act as an independent contractor in the matter of construction of the proposed new building construction and also undertakes



to keep the Owners indemnified from and against all third party claims or compensation and action arising out of any act(s) relating to the construction of the proposed Building to be constructed on the said land of the Owners herein.

7. That it is hereby agreed by and between the parties herein that the Developer shall complete the proposed new building in all respects as per specification attached here-with within 20(Twenty) months from the date of getting plan Sanction from the Kolkata Municipal Corporation. It is pertinent to mention here that the time for the new building construction as stated heretofore can be further extended to the limit of 3 months only by the Owners/parties of the First Part herein to the Developer/party of the Second Part considering the special and/or unavoidable circumstances if any, cropped up during the aforesaid period of construction of the said proposed new building.

ARTICLES – III

EXPLOITATION RIGHT

1. After execution of this agreement made in terms thereof the Owners herein shall grant exclusive right to the Developer to build the proposed new building upon the said premises on the basis of the Sanctioned plan and commercially exploit the said plot of land in terms of these presents.
2. That the owners shall execute a Registered Development Power of Attorney in favour of the Developer herein so that the Developer shall represent the Owners herein at/before any authority/authorities for getting sanction, to deposit fees and other necessities papers for such sanction in order to construct the proposed building, and inter alia Act(s), Deed(s) written therein in respect of the Developer's Allocation.
3. All Applications, Plans and the other Papers and Documents referred to above shall be submitted by or in the name of the Owners herein by the Developer at its own costs and expenses, and further more that the Developer shall pay and bear all submissions and others like fees, charges and expenses required to be paid or deposited for such sanction of the Building Plan or otherwise to obtain sanction for the construction of the proposed new building up on the said land.
4. That the Developer herein shall abide by all the laws, by-laws and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, by-laws and regulations.



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5. That the Owners have confirmed their good title over the entire plot of land in question and the land is free from all sorts of encumbrances whatsoever and they have lawful right to sign and execute this agreement And they also confirmed that prior to the execution of this agreement they have not encumbered the property anybody else on execution of any type of agreement each share i.e. in a nut shell the Schedule "A" Property is free from all sorts of encumbrances and it is free from any type of litigations And right now the Owners have not received any notice of acquisition and requisition from any authority.
6. That both the parties herein commit and undertake to play their respective obligations & roles faithfully and sincerely and co-operate with each other in its true sense in order to complete the proposed building construction successfully.

ARTICLE-IV BUILDING

1. That the Developer shall have exclusive right to construct the proposed new building up on the said land and/or premises at its own cost in accordance with the Sanction Plan to be sanctioned by the K.M.C., without any hindrances or obstruction from the Owners or any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the building shall be only as per the choice of the Developer. The Developer also hereby undertakes to construct the building in accordance with the sanctioned building plan maintaining the rules and regulations of the Kolkata Municipal Corporation and shall use good/standard quality building materials.
2. That the Owners shall put the Developer in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the Developer and shall not disturb or cause any obstruction in the construction or development of the said land. It is made clear that it shall be obligatory on the part of the Owners to put the Developer in vacant possession of the said land in terms of this Agreement.
3. That the Developer hereby undertakes to construct the proposed new Building diligently and expeditiously and to hand over the Owners' Allocation to the Owners herein within 20(Twenty) months from the date of getting sanction plan from KMC.



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ARTICLE – V

CONSIDERATION AND SPACE ALLOCATION

1. In consideration having agreed to commercially exploit the said premises by constructing a multi-storied building thereon consisting of several residential flats/car-parking's/shops etc; the Owners herein i.e. Smt. Safali Biswas, Sri Sandipan Biswas and Smt. Soma Chowdhury, received non-refundable an amount of Rs.2,50,000/00 (Rupees two lakh fifty thousand only) and an adjustable amount of Rs.2,50,000/00 (Rupees two lakh fifty thousand only) from the Developer by A/C payee cheque and cash which more fully and particularly written & mentioned at Schedule-B hereunder.
2. The Owners herein i.e. Smt. Safali Biswas, Sri Sandipan Biswas and Smt. Soma Chowdhury of the First Party shall be exclusively jointly entitled to 45% out of 100% F.A.R. of the new building construction to be constructed upon the Schedule-"A" property including parking space/spaces and shop/shops (if any) at Ground floor in accordance with the sanctioned building plan of KMC with proportionate undivided share and impartible interest on the land with common rights and facilities hereinafter referred to as Owner's allocation.
[Built-Up Area= Covered area of the said flat except stair and lift + Prop. share of stair and lift with both head rooms].
3. That the Second Party herein i.e. the Developer shall be entitled to balance 55 % out of 100% F.A.R. of the new building construction to be constructed upon the more or less Schedule-A below property including parking space/spaces and shop/shops (if any) at Ground floor in accordance with the sanctioned building plan of KMC with proportionate undivided share and impartible interest on the land with common rights and facilities hereinafter referred to as the Developer's Allocation.
[Built-Up Area= Covered area of the said flat except stair and lift + Prop. share of stair and lift with both head rooms].
4. In consideration having agreed for development of the said land/plot/premises by making boundary and dressing thereon, the Second party/Developer shall bear the total cost.
5. That the above mentioned adjustable amount of Rs.2,50,000/00 (Rupees two lakh fifty thousand only) so received by Smt. Safali Biswas, Sri Sandipan Biswas, and Smt. Soma Chowdhury, shall be adjusted by curtailing the area from the Owners' (Flat) Allocation @ Rs.3400/- (Rupees three thousand four hundred



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only) per Sq. ft. Sanction covered area (sanction area) basis, and the curtailed area shall be added to the Developer's Allocation with 55% F.A.R.

6. Choice of allocation as per below, mentioned at proposed attached plan
(Subject to Sanction)

A. OWNERS' PROPOSED ALLOCATION:

- (a) Allotment for Smt. Safali Biswas:- Flat No. 3C at Third floor South West facing;
- (b) Allotment for Sri Sandipan Biswas: Flat No. 1C at First floor South West facing;
- (c) Allotment for Smt. Soma Chowdhury:- Flat No. 1B at First floor South facing; And
- (d) After adjustment of Rs.2,50,000/00 (Rupees two lakh fifty thousand only) the rest undivided area in top floor Flat No. 3B at third floor South facing along with the Developer herein.

B. DEVELOPERS' ALLOCATION:

- a. One Flat being No. 1A at First floor South-West-North facing;
- b. One Flat being No. 2C at Second floor South - East-North facing; and Flat No. 2B at Second floor South facing;
- c. One Flat being No. 2A at Second floor South-West-North facing;
- d. One Flat being No. 3A at Third floor South-West-North facing; And
- e. Rest undivided area at the Third floor at Flat 3B South facing along with the Owners herein.

- C. Be it clearly mentioned and both the parties herein i.e. (Both Owners/the First Party and The Developer/Second Party) hereby agreed that shall jointly sell the Third floor Flat being no. 3B South Facing to any intending buyer/purchaser and shall receive consideration in accordance with their respective shares.

7. That the Owners shall be entitled to sale, transfer or dispose of or otherwise deal with the Owners' Allocation to their nominees in the building without disturbing the Developer's Allocation situated thereon with the exclusive right to deal with or to enter into agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the Developer and the Developer or any person/persons lawfully claiming through it shall not in any way interfere with or disturb the quiet and peaceful possession of the



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Owners' Allocation or any person or persons claiming through or the nominee or nominees of the Owners.

8. That the Developer shall be exclusively entitled to the Developers' Allocations in the said building without in any disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever for howsoever of the Owners and the Owners or any person or persons with or disturb the quiet and peaceful possession of the Developer's Allocations or any person or persons claiming through or the nominee or nominees of the Developers' save and except common parts and areas as referred to in clause of Owner's Allocations.
9. During the period of new building construction till hand over the new flat to the First Party, the Second party herein and shall pay a sum of Rs. 4,000/- (Rupees Four thousand) only per month to the First Party for make and/or arrange temporary accommodation.

ARTICLE-VI:

COMMON FACILITIES

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



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purpose of assessment their property tax under KMC whose jurisdiction the property is situated.

ARTICLE-VII

COMMON RESTRICTIONS

1. The Owners' Allocation in the building shall be subject to the same restrictions on terms and uses are applicable to the Developer's Allocation in the proposed new building intended for the common benefit of all occupiers of the building which shall include the followings:-
2. The Purchaser shall use their allocated flat for the purpose of Residential only and never can use the same as any commercial purpose like Hotel, Nursing Home, Show room whatsoever and shall not be entitled to keep any combustible or contra banned goods inside the flat save and except which are permissible by law that may be used for domestic purpose only and the Owner's/occupiers shall not use or permit to use their respective Allocation in the building or any portion thereof for carrying on any other illegal and immoral trade or activity. Nor use or allow the same to be used for any purposes, which may create a nuisance or hazard to the other occupiers of the building.
3. The Owner or the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective Allocation or any portion thereof or make any structural alteration therein without the prior consent of the Developer/Management, Society/Association/Holding Organization (envisaged hereinafter on this behalf).
4. The Owner or the Developer or any of their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. In their respective Allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the Owners/or the Developer and other occupiers of the building as the case may be indemnified from and against the consequences of any branch.
5. No goods or other items shall be kept by the Owners or the Developer or any of their transferees for display or otherwise in the corridor or other place for common use in the building and no hindrances shall be caused in any manner in the free movement in the corridor and the other place of the



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common use in the building and in any case of such hindrances is caused by them and in what event of the Owners/Developer or the Management/Society/Association/Holding Organization shall be entitled to remove the same at the risks and cost of the person who keeps goods or create such hindrances.

6. That the Owners or the Developer or any of their transferees shall permit the Owners/Developer and/or the Management/Society/Association/Holding Organization or its servants and agents with or without workmen and other at all reasonable times to enter in the building and any part thereof and the Owners or developer or any of their transferees as the case may be rectified immediately upon the receipt of such notice all such defects of which notice in writing shall be given by the Owners/Developer or the Management/Society/Association/Holding Organization.
7. The Owners'/Occupiers shall not throw or accumulate any dirt, rubbish, waste or together refuse or permit the same to be thrown or allow the same to be accumulated in their flats or car-parking or any portion of the building or the Schedule Land or which the boundary of the complex. Flat owner's association after discussion with the member would propose and adopt a system so that all daily garbage, dirt, rubbish, waste would be collected by the labour of Municipality, to be engaged for the dispose from each occupier in a healthy manner as per existing practice prevailing in the adjoining Flat/complex against in payment of charges as per schedule rate to be fixed up by the said authority.
8. That the Owners, the Developer or any of their transferees shall permit the Owners/Developer and/or the Management/Society/Association/Holding Organization and its servants and agents with or without workman or other at all the reasonable time into and upon their respective Allocations and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition, any common facilities and/or for purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.
9. That the Owners herein as well as other co-owners shall be the member of Flat/Unit Owner's Association also abide by all terms and condition of this agreement and others terms and condition made by the said association time to time and in all times hereafter.



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10. That the purchaser(s) shall pay the cost for the preparation of agreement for sale (either Registered or un-Registered)/Sale Deed or Deed of Conveyance or in such Deed of Transfer of Transfer which will be Executed and Registered in the Proper Registration office by the Advocate of the Developer, along with fees and charges for stamp duty, Registration fees and all other identical charges shall be borne by the purchaser and then the Developer shall give Registration of the said Deed of Conveyance or other in favour of Purchaser/s and also procure the Execution of the said Deed of Conveyance/others and the Purchaser in this connection shall pay the legal fees to the Developer's advocate for all documentation.
11. That the Owners' and all the occupiers of the building shall be proportionately borne all expenses for maintenance, repairing in respect of the Common Parts of the said building/complex and also all expenses for running and operating all common machineries, equipments and transformer, other common installation of the proposed multistoried building.
12. The Owners have to be placed their vehicles shall abide by the rules, regulations, related to the Air (prevention and control of pollution Act 1981 along with the provision of motor vehicle Act 1988 read with the rules and regulation framed by W.B. Pollution Control Board in the following matter:
 - a. The emission of smoke, visible vapor, sparks, ashes, grit and oil
 - b. The reduction of noise emitted by or caused by the vehicle
 - c. Standard for emission of the Air Pollution.

ARTICALE -VIII

MISCELLANEOUS

1. That the Developer shall be at liberty to advertise in the daily news paper for sale of the flats to be constructed on the said land to put their banners on the land to employ durwan, caretaker for sale of the project, to invite the application from the intending purchaser/purchasers and to do all the acts, deed and things as may be necessary or required for successful implementation of the project to negotiate with the intending buyers to prepare the deeds of sale collection of the payment from the buyers as per agreement between themselves PROVIDED that the terms and conditions of such agreement of sale deeds do not affect any reasonable interest to right of the Owners relating to the possession /enjoyment of the Owners' Allocation PROVIDED that all cost and expenses incidental charges to all



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acts, deeds and things shall be borne by the Developer or intending buyers.

2. If necessary the Owners shall be liable to execute the deed of conveyance in respect of the Developer's Allocation in favour of the nominated person /persons and/or purchaser/purchasers of flats of the Developer's Allocation and if the Owners fail or neglect to appear before the registration authority and execute the said deed, the Developer shall be entitled to register the same through specific performance of contract act by the order from the appropriate court of law.
3. All costs, taxes, charges and expenses including Architect's fees shall be discharge and paid by the Developers and the Owners shall not be responsible in this context.
4. That the owner and the Developer shall punctually and regularly pay for their tax. Rates etc; in respect of their respective Allocations on and from the date of possession, the Owners also shall be responsible to pay and bear and shall pay on demand to the Developer, the service charges for the common facilities in the new building payable with respect of the Owners' Allocation and the said charges to include proportionate share for water , servicing charges and taxes, light, sanitation and maintenance, operational, repair, renewal charges for bill collection and management of the common facilities, renovation replacement, repair and maintenance charges and expenses for the building and/or all common pipes, electrical wiring and mechanical installation, appliances and equipments, stairways, corridor, halls, passages, shapes, parkways, and other common facilities whatsoever may be mutually agreed from time to time.
5. That the residential flat and the car-parking spaces is herein agreed to sell under this agreement for sale, out of developer's Allocation and due to avoid any litigation , intricacy, disputes and differences in future, in respect of said Allocation, the Registered agreement for Development shall be self-Explanatory and the said Flat and Car-parking space under the Agreement for sale are both out of Developer's Allocated Position and the Developer's may receive full Consideration value at the same from the Purchaser and commercial exploit the said money.
6. After giving possession of the flats to the Purchasers, they shall take temporary Electric connection from the common meter and use the same



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- until the permanent Electric Connection and meter available in his/her/their name in accordance with proper proceedings and during this time the said flat occupier shall use sub meter and the cost of the same to be borne by the purchaser and also pay the amount as per unit (on commercial rate per unit) to be calculate with other charges to the Developer/Management of the complex on first week of every calendar month failure to which, the concerned authority may disconnect the line. Further it is urgently noted that of all electric connection either temporary or permanent all charges shall be borne by the flat Owners/co-occupiers including proportionate share of transformer taking charges to the said building/complex.
7. The Developer shall send a letter for receiving Owners' Allocation to the Owners herein after obtaining completion certificate from the Kolkata Municipal Corporation and after receiving the said letter from the Developer, the Owners shall receive their Allocation within 7 (Seven) days from the receipt of the aforesaid, otherwise the Developer shall have the liberty to deliver its Allocation to its nominated purchaser(s).
 8. **FORCE MAJORE:** The parties hereto shall not be consider to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevents by the force majeure and shall be suspended from the obligations during the duration of the force majeure. Force Majeure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion beyond the control of the parties hereto.
 9. **JURISDICTION:** The Court at Alipore, South 24 Parganas and the High Court at Kolkata will have the exclusive jurisdiction over this Agreement and shall have the Jurisdiction to entertain all actions, suits and proceedings arising out of the agreement.

SCHEDULE 'A' AS REFERRED TO HEREIN ABOVE

All that bastu land measuring more or less 05 cottahs, 00 chittas, 00 sq. ft. along with 400 sft tin shed thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16/5, Khanpur Road, P.S. Jadavpur, now Patuli, Ward no. 98, Borough No. X, Assessee No. 21-098-03-0423-1; District South 24 Parganas, Kolkata-700047.



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The plan or map of the said land is annexed herewith and bordered with "Red Verge" and will be treated with the part of this agreement.

The land is butted and bounded in the following manner:

ON THE NORTH: KMC Children Park.

ON THE SOUTH: House of Pandit & Wide KMC Road.

ON THE EAST: Wide KMC Road

ON THE WEST: House of Pandit & KMC Children Park

TECHNICAL SPECIFICATION OF THE BUILDING

- 1) Foundation:- As per Kolkata Municipal Corporation Structural Sanction plan.
- 2) Plinth:- As per Kolkata Municipal Corporation Structural Sanction plan.
- 3) Super Structure:- As per Kolkata Municipal Corporation Structural Sanction plan.
- 4) Walls thickness :- As per Kolkata Municipal Corporation Sanction plan.
- 5) Floor Finish, Skirting, Dado Etc: - The flooring will be of 2'X2' cut piece marble or vitrified tiles with 4" skirting on all sides. Toilet wall will be of glazed tiles at the height of 6'6" from floor.
- 6) Plaster :- The outside of the Building will have cement plaster (1:6) $\frac{3}{4}$ thick (average) whereas the inside and the ceiling plaster will be $\frac{1}{2}$ " thick (average) in 1:4.
- 7) Out Side Painting :- Weather Coat Paint.
- 8) Doors :- a. Wooden door Frames of sal wood.
b. Commercial Flush door painted both side.
c. Aluminum tower bolt from inside.
d. Night latch for main door only.
- 9) Windows : All windows shall be Aluminum Sliding pallet with 4mm black glass with front opening grill. Box Grills will be provided for windows opening only will provide.
- 10) Toilet, WC and Kitchen Fitting :-
Toilet:-
(a) One European type white Commode (brand: neycer/parrywear) with white P.V.C Cistern,
(b) One white Porcelain wash basin (brand:-neycer/parrywear).
(c). One shower and (d). Two taps (brand: D-sons)
W.C :-
(a) One European type white Commode with white P.V.C Cistern,
(b) One shower and d. Two taps (brand: D-sons)
KITCHEN:-
(a) One kitchen steel sink (b) two tap, (c) one aqua-guard point and
(d) Finished Green marble Cooking platform (6ft X 1.5ft)



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- 11) Roof: 3ft height parapet wall will be provided all around the roof.
- 12) Electricals: Concealed wiring with copper wires wiring for installation.
- Each Bed room :- 2light points, 1 fan point, 1 plug point—5 amp.
 - Liv/Din :- 2light points, 2 fan points, 1plug point— 5 amp.
 - Kitchen:- 1 light, 1 exhaust fan point-5amp, 1 power point-15amp
 - W.C :- 1 light point—5amp
 - Toilet:- 1 light point, 1 exhaust point-5amp, 1gizer-15amp .
 - Each Balcony:- 1 light point-5amp.
 - T.V and Telephone:- 1 T.V point and 1 Telephone point will be provided in living room only.
- 13). Water supply:- One R.C.C. overhead reservoir provided on the top of the last roof as per design . The suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir from MC water line.
- 14) Compound:- 6ft height compound wall to be made from existing ground level.
- 15) M.S. collapsible gate at main entrance of building as per approved designed of the Architect and painted both side.

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

SIGNED AND DELIVERED

at Kolkata in Presence of: -

1. *Tapan Kumar Ghosh*
E-14, Sammita Park
Kolkata-75

1. *Sabali Biswas*

2. *Sandipan Biswas*

2. *Tarek Choudhury*
S/o. Late Narayan
Ch. Choudhury.
22/A Bansdrossi Salt.
Park Kol-70.

3. *Soma Choudhury*
SIG. OF THE OWNERS.

FOR SHELL-TECH CONSTRUCTION
Shree Choudhury
Proprietor.

SIG. OF THE DEVELOPER.

Drafted By:

Niranjana Kaunda (Arts)
(NIRANJANA KAUNDA)
Alipore Police Court Kd 27

Typed By: *Subimal Dutta*

Subimal Dutta, Alipore Police Court,
Kolkata-27.



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ALIPORE, SOUTH 24 PGS.

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SCHEDULE-B
MEMO OF CONSIDERATION
SRI SANDIPAN BISWAS

I Sri Sandipan Biswas having been authorized by the other members of the first party, received Rs.2,50,000/00 (Rupees two lakhs fifty thousand) only by account payee cheques and Rs.2,50,000/00 (Rupees Two Lakhs Fifty Thousand) only by cash in total Rs.5,00,000/00 (Rupees five lakhs only) from Promoter/Builder/Developer herein above mentioned as full consideration details mentioned as follows:

<u>Bank Name</u>	<u>Cheque/Cash</u>	<u>Date</u>	<u>Amount</u>
(a) State Bank of India Baroda Park, Kol-84	CHQ. No.223777	16/09/13	Rs.1,50,000/00
(b) By CASH	Rs. 1000/- X 100 pcs	18/09/13	Rs.1,00,000/00
(c) By CASH	Rs. 1000/- X 100 pcs	16/10/13	Rs.1,00,000/00
(d) By CASH	Rs. 1000/- X 50 pcs	11/11/13	Rs. 50,000/00
(e) State Bank of India Baroda Park, Kol-84	CHQ. No. 223778	25/11/13	Rs.1,00,000/00

Rs. 5,00,000/00

(Rupees Five Lakh Only)

WITNESSES:

1) *Tapash Kumar Bishnoi*

2) *Tarun Choudhary*

1 Sabali Biswas

2 Sandipan Biswas

3 *Sona Choudhary*

SIG. OF THE OWNERS.

Typed by: *Subimal Datta*



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Signature.....



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : SAFALI BISWAS

Signature: Safali Biswas



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : SANDIPAN BISWAS

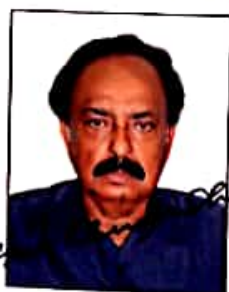
Signature: Sandipan Biswas



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : SOMA (BISWAS) CHONDHURY

Signature: Soma Choudhury



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : ANIL CHANDRA GHOSH

Signature: Anil Chandra Ghosh

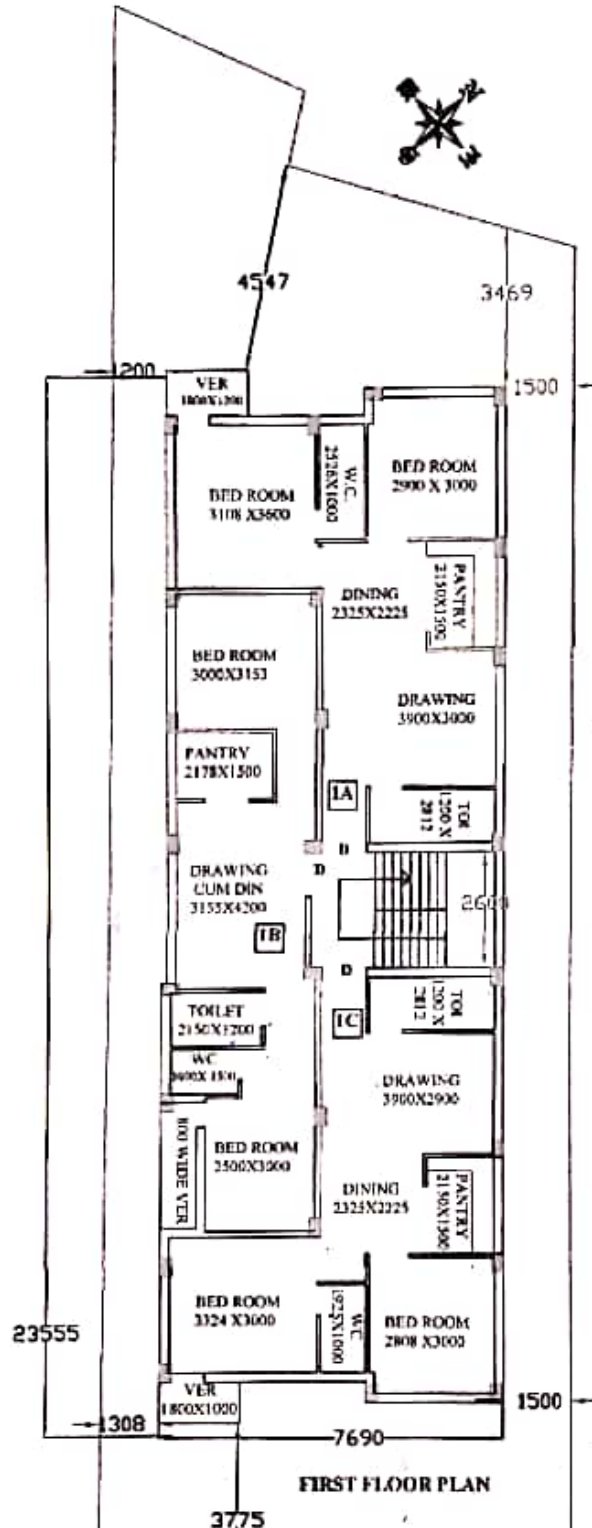


ADDL. DIST. SUB REGISTRAR
ALIPORE, SOUTH 24 PGS.

25 NOV 2013

Signature.....

PROPOSED PLAN AT PRE. NO. 16/5, KHANPUR ROAD, P.S. JADAVPUR,
NOW PATULI, WARD NO. 98, BOROUGH NO. X, DIST: 24 -PGN(S)
ASSEESSEE NO.21-098-03-0423-1, KOLKATA-700047.
LAND MEASURING MORE OR LESS 05 K-00CH-00SIT
UNDER MOUZA RAIPUR, PARGANA KHASPUR, TOUZI NO. 56,
RE. SU. NO. 39, J.L. NO. 33, DAG NO. 292, C.S. KHATIAN NO. 362,



WIDE KMC ROAD (KHANPUR)

Addl. Dist. Sub-Registrar, Alipur
South 24 Parganas

1. Sabali Biswas
2. Sandipan Biswas
3. Soha Choudhury.

For SHELL-TECH CONSTRUCTION
Amit Choudhury

Proprietor

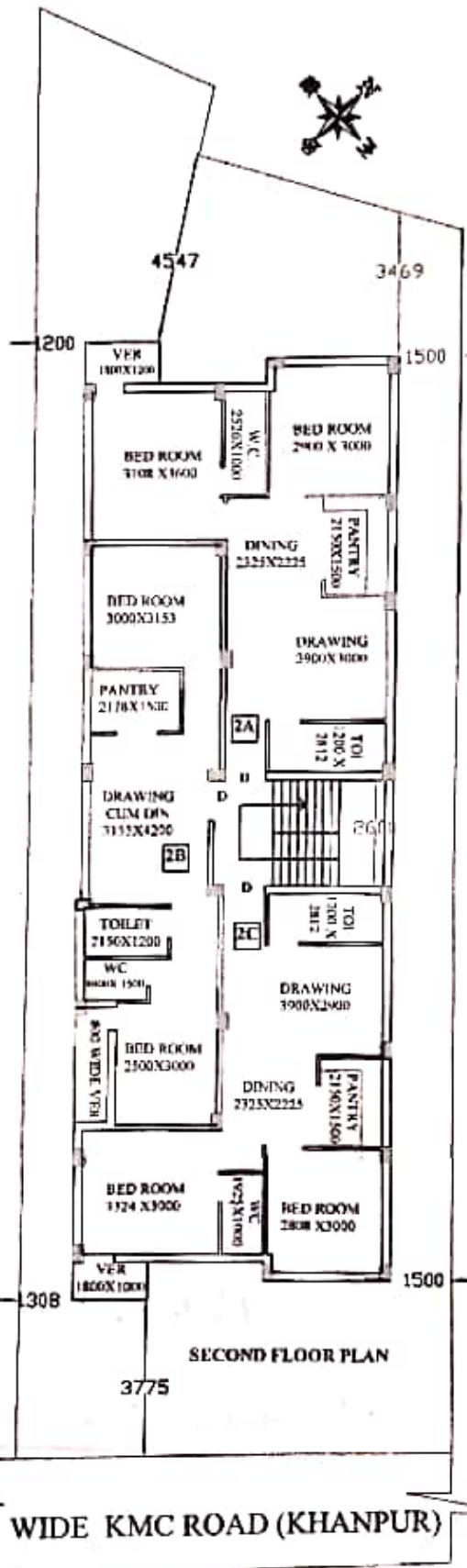


ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

25 NOV 2013

Signature.....

PROPOSED PLAN AT FRE. NO. 16/5, KHANPUR ROAD, P.S. JADAVPUR
NOW PATULI, WARD NO. 98, BOROUGH NO. X, DIST: 24 -PGN(S)
ASSEESSEE NO.21-098-03-0423-1, KOLKATA-700047.
LAND MEASURING MORE OR LESS 05 K-00CH-00SFT
UNDER MOUZA RAIPUR, PARGANA KHASIPUR, TOUZI NO. 56,
RE. SU. NO. 39, J.L. NO. 33, DAG NO. 292, C.S. KHATIAN NO. 362,



Addl. Dist. Sub-Registrar, Alipur
South 24 Parganas

1. Sabali Biswas
2. Sandipan Biswas
3. Som Choudhury

For SHELL-TECH CONSTRUCTION
Anil Choudhary
Proprietor.



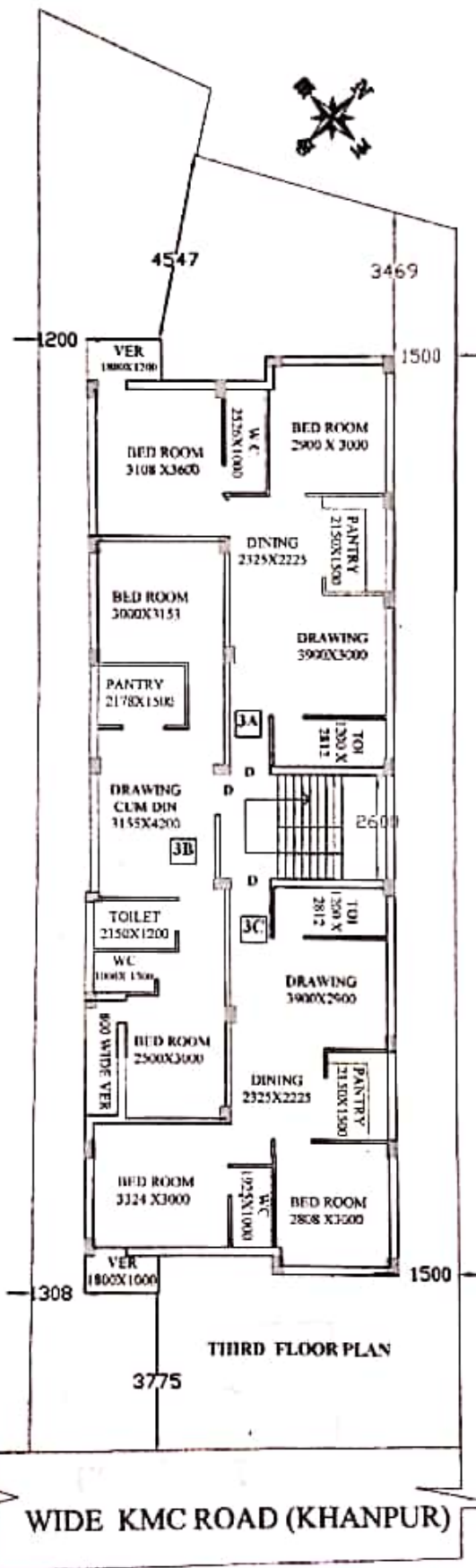
ADDITIONAL SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

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Signature.....

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PROPOSED PLAN AT PRE. NO. 16/5, KHANPUR ROAD, P.S. JADAVPUR,
NOW PATULLI, WARD NO. 98, BOROUGH NO. X, DIST: 24 -PGN(S)
ASSEESSEE NO.21-098-03-0423-1, KOLKATA-700047.
LAND MEASURING MORE OR LESS 05 K-00CH-00SFT
UNDER MOUZA RAIPUR, PARGANA KHASPUR, TOUZI NO. 56,
RE. SU. NO. 39, J.L. NO. 33, DAG NO. 292, C.S. KHATIAN NO. 362,



Addl. Dist. Sub-Registrar, Alipur
South 24 Parganas

1. Sabali Biswas
2. Sandipan Biswas
3. Soma Chowdhury.

For SHELL-TECH CONSTRUCTION
His Camp. Shree
Proprietor.



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ALIPORE, SOUTH 24 PGS.

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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 09122 of 2013
(Serial No. 11481 of 2013 and Query No. 1605L000019719 of 2013)

On 25/11/2013

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

Presented for registration at 19.35 hrs on :25/11/2013, at the Private residence by Anil Chandra Ghosh ,Claimant.

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

Execution is admitted on 25/11/2013 by

1. Safali Biswas, wife of Late Subhash Biswas , 13, Bansdrani New Govt. Colony, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu, By Profession : House wife
2. Sandipan Biswas, son of Late Subhash Biswas , 13, Bansdrani New Govt. Colony, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu, By Profession : Service
3. Soma Chowdhury, wife of Tarun Chowdhury , 22 A, Bansdrani South Park, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu, By Profession : House wife
4. Anil Chandra Ghosh
Sole Proprietor, M / S . Shell - Tech Construction, P . S - Survey Park, 2081 (E - 14, Sammilani Park), Chak Garia, Kolkata, P.O. :-Santoshpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075.
, By Profession : Business

Identified By Tarun Chowdhury, son of Late Narayan Chowdhury, 22/ A, Bansdrani South Park, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste: Hindu, By Profession: Business.

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/11/2013

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

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

Payment of Fees:

Amount by Draft

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

26/11/2013 16:25:00





Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 09122 of 2013
(Serial No. 11481 of 2013 and Query No. 1605L000019719 of 2013)

Rs. 5510/- is paid , by the draft number 591114, Draft Date 25/11/2013, Bank Name State Bank of India, BANSDRONI, received on 26/11/2013

(Under Article : B = 5489/- , E = 21/- on 26/11/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-56,20,000/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 2030/- is paid , by the draft number 591113, Draft Date 25/11/2013, Bank : State Bank of India, BANSDRONI, received on 26/11/2013

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

26/11/2013 16:25:00



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 37
Page from 1433 to 1459
being No 09122 for the year 2013.



Arish Basu

(Arish Basu) 28-November-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal