

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Draft Rs 2,020/-
Stamp Rs 5,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 106344, Amount: Rs.5,000/-, Date of Purchase: 09/01/2018, Vendor name: Suranjan Mukharjee

Description of Draft

1. Draft(other) No: 227178000464, Date: 08/01/2018, Amount: Rs.2,020/-, Bank: STATE BANK OF INDIA (SBI) court koikata

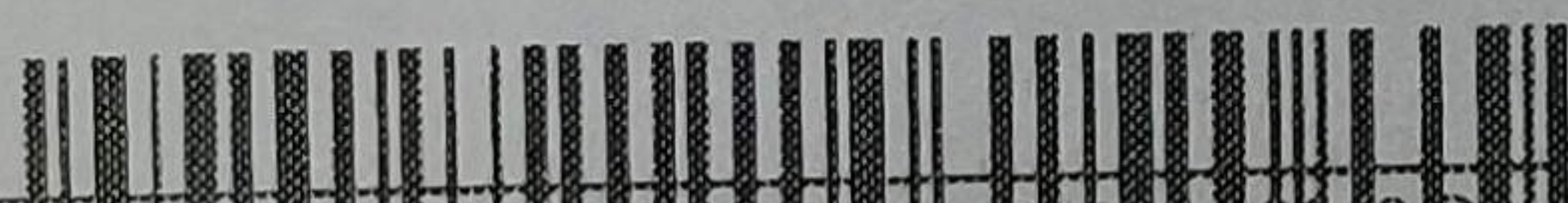


Abhijit Bera

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIAHAT

South 24-Parganas, West Bengal



share or interest in the said proposed building shall exclusively belong to the Developer for being adjusted towards development costs and the cost of such conveyances including stamp duty, registration fees and all other legal fees and expenses to be borne by the respective intending purchasers and/or nominee/nominees of the Developer.

ARTICLE - IV, DEVELOPER'S RIGHTS

- 4.1 The owner hereby grants right to the developer to construct, erect and build the new building strictly as per plan to be sanctioned by the Rajpur Sonarpur Municipality with or without amendments and / or modifications thereof made and caused to be made to the developer only after obtaining sanction from the competent authority, but the cost of such will be borne by the Developer.
- 4.2 The Developer shall extend its housing project by amalgamating the plot of land with two adjoining plots of land, owners of which have entered into separate development agreements with the Developer herein. Simultaneous with the execution of these presents or thereafter, the Owner herein shall execute Deed of Amalgamation with the land owners of the adjoining plot of lands to facilitate the housing project. The Developer shall bear all costs and expenses for obtaining necessary permission from the concerned authority for such amalgamation. It is further agreed between the parties hereto that the Owner shall have no claim whatsoever over the construction to be made over the adjoining amalgamated plot of lands and the owner's allocation shall be restricted to the constructed portion of the proposed building upon the land of the Owner only.
- 4.3 All applications, plans, papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction/ modification or alteration of the plan from the appropriate authorities shall be prepared by the Developer and approved by the Owner at Developer's own costs and expenses

- 3.7 The Owner shall not do or cause to be done any act, deed, thing or matter nor permit anyone to do any act, deed, thing or matter which may somehow cause obstruction and/or interference in the development of the said property.
- 3.8 The Owner do hereby expressly allows, grants, empowers and authorizes the Developer exclusive and unfettered right, power and authority to sell, transfer, convey, assign or assure or let out or dispose of flats, car parking spaces forming out of the Developer's allocation in the proposed building. The Developer shall the authority to enter into agreement or agreement with the intending purchaser or purchasers forming out of the Developer's allocation, to accept earnest money and balance consideration money and subsequently to sell, transfer, convey, assign or assure the same by execution of deed of conveyance or conveyances in respect of the Developer's allocation.
- 3.9 Simultaneously with the execution of this agreement the Owner shall execute one registered Development Power of Attorney in favour of the Developer for the purpose of development and construction of the building empowering the Developer to sign, execute or grant all such papers or documents, and do all such act or acts as may be required by the developer and also for disposal of and/or dealing with the said property and also for execution of Deed of conveyances in favour of the intending purchasers of the Developer's allocation before the competent registering authority.
- 3.10 It is mutually agreed upon by the parties that if required, the Owner shall execute deed of conveyance in respect of the undivided proportionate and impartible share and interest in the said property in favour of the Developer and/or intending purchaser/purchasers to be nominated by the Developer of flat and/or flats, car parking spaces of the Developer's allocation forming part or portion of the building attributable to and/or in relation to such flats or parking spaces PROVIDED HOWEVER such consideration money as may be received by the Developer on account of such sale of undivided, proportionate

It is to be noted that the Developer/Second Party shall construct the proposed building with standard and specified quality material and strictly as per sanctioned Building Plan and any deviation of the Building Plan, if required, shall be done only through mutual agreement between the parties hereto and as per subsequent sanction of the Rajpur Sonarpur Municipality.

- 1.8 **DEVELOPER'S ALLOCATION** shall mean the whole of the proposed newly constructed building as per plan to be sanctioned by the Rajpur Sonarpur Municipality with proportionate share in the land underneath the building excepting owner's allocation as detailed in clause No. 1.7 written hereinabove in the proposed new building to be built over the said plot of land with the right to enter in to any agreement for sale and any type of transfer, lease or in any way deal with the same.
- 1.9 **THE ARCHITECT** shall mean such person or persons having requisite qualification to be appointed by the Developer for designing and planning the proposed new building.
- 1.10 **BUILDING PLAN** shall mean architectural and construction plan or plans to be prepared by the Developer at its own cost duly approved by the Owner to be sanctioned by the Rajpur Sonarpur Municipality on the basis of which the Developer shall construct the proposed new building.
- 1.11 **TIME** shall mean the maximum time span mutually agreed upon between the parties for completion of construction of the proposed new building and handing over the peaceful possession of the owner's allocation which is eighteen months from the date of receipt of the sanction plan and/or from the date of handing over the possession of the said land by the owner to the Developer, whichever is later. The Owner shall extend such time for another four months at the request of the Developer if the construction work is delayed for any reason whatsoever. This is to be noted that time is the main essence of

Kitchen Shall have 1 light point, 1 plug point and 1 point for Chimney or Exhaust fan.

Each of the Bathrooms shall have 1 light point, 1 point for Exhaust fan and 1 point for Geyser.

Balcony shall have 1 light point and one plug point.

At the Main entrance: 1 light point and 1 point for calling bell.

Water Supply: Construction of underground reservoir and other necessary arrangements to accommodate water supply from the Municipality water source.

IN THE WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.

SIGNED AND DELIVERED

by the OWNER at Kolkata

In presence of:

1. Muhammad Islam Gazi
Garia, Kamarpukur, Cal-84
2. Sushanta Das
21, C/H/4 Deem Deem Road
Kol-30

Sushanta Das
LANDOWNER/LEASE HOLDER

SIGNED AND DELIVERED

by the DEVELOPER at Kolkata

in presence of:

1. Muhammad Islam Gazi
2. Sushanta Das

PT. KETAKI DAS
PRO. INSTR. ION

PRO. INSTR. ION
Reshmi Gazi

DEVELOPER

Prepared in my chamber.

S. N. Bhattacharya
(Advocate).

Bar Council Enrolment No. WB-1993/1995.

- 3.2 None other the owner has any claim, right, title or interest and/or demand over and in respect of the said land or in any portion thereof and the said property is free from all encumbrances, attachments, charges, liens, or by otherwise as per provisions of law. Moreover, the owner, till date has not yet entered in to any agreement for sub-Lease or joint venture with any third party in respect of the said property.
- 3.3 There is no impediment of any nature whatsoever for the Owner to entrust to the Developer with development of the said property in any manner herein agreed and/or construction of the proposed building strictly in terms of the building plan to be sanctioned by the Rajpur Sonarpur Municipality and the Owner shall indemnify the Developer from any dispute or loss arising out of the dispute in the title of the plot of land upon which the Developer will construct the proposed building.
- 3.4 After execution of this agreement the Owner shall not under any circumstances encumber, mortgage, lease, sale, transfer or let out or otherwise deal with or dispute the said property or any part or portion thereof till completion of the proposed building by the Developer.
- 3.5 The Owner declares and confirms that there is no suit or other legal proceedings in respect of the said property pending or instituted before any Court of Law which may restrict the Owner to enter into this agreement with the Developer.
- 3.6 During subsistence of this agreement the Owner shall provide all facilities to the Developer for entry, peaceful and vacant possession of the said property for the purpose of construction of the proposed building over the said property in terms of this agreement.

SCHEDULE "B" ABOVE REFERRED TO :

(LAND OWNERS' ALLOCATION)

All that 47% of the of the total construction area of the proposed G plus 4 storied building to be constructed in terms of the sanctioned Building Plan upon the said land, more fully described in the Schedule "A" written hereinafter with all complete fittings, fixtures, structures, connections whatsoever together with undivided proportionate impartible share or interest in the land underneath and the common facilities, amenities, spaces and all managements, maintenance charges whatsoever will be applied therein along with 47% of the available Car Parking Spaces. Owner's allocation shall be restricted to the First and Third floor of the proposed building considering the plan would be sanctioned for a building comprising ground plus four floors above the ground floor by the Rajpur Sonarpur Municipality. Demarcation of Owner's allocation in different floors of the proposed building would be made subsequently on receipt of the sanctioned building plan by executing a Supplementary Development Agreement. The said owner's allocation shall be properly demarcated in the copy of the sanctioned building plan and shall be a part of the supplementary agreement.

SCHEDULE "C" ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT 53% of the construction area of the proposed Multi-storied building to be constructed in terms of the sanctioned Building Plan upon the Schedule property particularly described in the Schedule "A" with all complete fittings, fixtures, structures, connections of the specified quality whatsoever together with the undivided proportionate impartible share or interest in the land underneath and the common facilities, amenities, spaces and all management, maintenance, charges whatsoever will be applied therein along with 53% of the available car parking spaces.