

DATED THIS THE 16th DAY OF MAY, 2016.

B E T W E E N

(1) SMT. MANJU ROYCHOWDHURY,
(2) SRI. JOYDEEP ROYCHOWDHURY,
(3) SRI. INDRADEEP ROYCHOWDHURY

...OWNERS/ FIRST PART

A N D

SRI JAYANTA BOSE
DIRECTOR OF
M/S. UJAN REALTY PVT. LTD

...DEVELOPER/SECOND PART

DEVELOPMENT AGREEMENT

Drafted by :

Mr. Manik Lal De
Advocate

HIGH COURT, CALCUTTA.

RES : A-12/2, KALINDI HOUSING ESTATE
P.S. - LAKE TOWN, CALCUTTA - 700 089

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certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

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

17 MAY 2016

S-0-626044/16

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on the 16th day of May, Two Thousand Sixteen.

BETWEEN

(1) SMT. MANJU ROYCHOWDHURY, wife of Sri Tejomoy Roychowdhury, by Religion - Hindu, by occupation - Business, by nationality - Indian, residing at CE-214, Salt Lake City, Sector-I, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata- 700064, Dist.24 Pgns(N), PAN No.ADLPR0544C, **(2) SRI JOYDEEP ROYCHOWDHURY**, son of Sri Tejomoy Roychowdhury, by Religion - Hindu, by occupation - Business, by nationality - Indian, residing at CE-214, Salt Lake City,

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MANIK LAL DE
Advocate
High Court, Calcutta

NAME.....
ADD.....
12 MAY 2016
SURANJAN MISHRA JEE
Licensed Stamp Vendor
C. C. Court
28-1-8: S. High Court, Cal.

12 MAY 2016
12 MAY 2016



Identified by me
Manik Lal DE
Advocate
High Court, Cal.
WB/632/1988

✓
District Sub-Registrar-III
Alipore South 24 Parganas
17 MAY 2016

Sector-I, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata-700064, Dist.24 Pgns(N), PAN No.AENPR0571G, **(3) SRI INDRADEEP ROYCHOWDHURY**, son of Sri Tejomoy Roychowdhury, by Religion - Hindu, by occupation - Business, by nationality - Indian, residing at CE-214, Salt Lake City, Sector-I, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata- 700064, Dist.24 Pgns(N), PAN No.AHDPR0794C, hereinafter jointly called the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. UJAN REALTY PVT. LTD., a company incorporated under the Companies Act, 1956, having its registered office at 22J, Kankurgachi 2nd Lane, Police Station - Phool Bagan, P.O. -Kankurgachi, Kolkata - 700 054, PAN No.AABCU1458N, represented by its Director namely **SRI JAYANTA ROSE**, son of Sri Asit Ranjan Basu, by Religion - Hindu, by Occupation - Business, By Nationality-Indian, residing at Premises no.P-22/1, V.I.P. Road, C.I.T. Scheme, VIIM, P.S. - Maniktala, P.O. - Kankurgachi, Kolkata - 700054, **PAN.AGUPB8493L**, hereinafter called the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include it's successors-in-office, executors, representatives) of the **SECOND PART**.

WHEREAS by virtue of a registered Deed of Partition dated 11.10.1947 registered at the Office of the Registrar of Calcutta, recorded in Book No.I, Volume No.106, pages 82 to 116, Being No.3570, for the year 1947, executed by and between Shyam Dulal Sreemany, the party of the first part, Nanda Dulal Sreemany, the party of the second part and Gobinda Dulal Sreemany, the party of the third part, the parties divided and demarcated their ancestors property in various places and allotted their property in respective places, according to Schedules mentioned therein.

AND WHEREAS by virtue of aforesaid deed of partitions, the said Nanda Dulal Sreemany entitled to the inter-alia property being the structure togetherwith land measuring an area 3 (three) Bighas, more or less, lying and situated at being premises no. 194 and 199, Maniktala Main Road, within the jurisdiction of the Calcutta Corporation. The said Nanda Dulal Sreemany mutated his name in the record of Calcutta Corporation and obtained a single premises No. 194, Maniktala Main Road.

AND WHEREAS during the lifetime of the said Nanda Dulal Sreemany sold, conveyed and transferred his inter-alia land to several buyers, in different plot of land, within the said premises and the remained with portion of the land i.e. measuring an area 11 (eleven) cotthas in the said premises.

AND WHEREAS the said Nanda Dulal Sreemany was seized and possessed of the land i.e. ALL THAT piece or parcel of revenue free redeem land, measuring area 11 (eleven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly 194 Maniktala Main Road), P.S. - Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation.

AND WHEREAS the said Nanda Dulal Sreemany during his lifetime executed a deed of trust on 22-08-1991, being the settler therein, registered at the office of the Registrar of Assurances at Calcutta, recorded in Book No.I, Volume No.462, pages 282 to 296 as being no. 14463, for the year 1991 for settlement of his several property at various places and his grand-daughter namely Mitali Pal, was trustee and also beneficiary of this trust and empowered to sale the property.

AND WHEREAS by a registered deed of indenture dated 04.08.1995 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No.40, pafes from 220 to 231, as Being no.1603, for the year 1995, the said Mitali Pal, the vendor therein togetherwith Nanda Dulal Sreemany, the confirming party therein, jointly

sold, conveyed and transferred their property, being ALL THAT undivided one equal half part or share in piece or parcel of revenue free redeem land, measuring area 11 (eleven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. - Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Lotus Projects Pvt. Ltd., represented by it's director Kamala Prasad Singh, for valuable consideration mentioned therein, morefully and particularly described in the schedule thereunder written.

AND WHEREAS by a registered deed of indenture dated 04.08.1995 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No.40, pages from 232 to 243, as Being no.1604, for the year 1995, the said Mitali Pal, the vendor therein togetherwith Nanda Dulal Sreemany, the confirming party therein, jointly sold, conveyed and transferred her property, being ALL THAT undivided one equal half part or share in piece or parcel of revenue free redeem land, measuring area 11 (eleven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. - Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Lotus Projects Pvt. Ltd., represented by it's director Paras Mall Bachhawat, for valuable consideration mentioned therein, morefully and particularly described in the schedule thereunder written.

AND WHEREAS by a registered deed of indenture dated 27.09.1996 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No. 74, pages 83 to 94 as being no. 2862, for the year 1996. The said Lotus Projects Private Limited, the vendor therein sold, conveyed and transferred its property, being ALL THAT undivided one third part or share in piece or parcel of revenue free redeem land, measuring area 7 (seven) Cottahs, more or less, out of 11 (eleven) cotthas

togetherwith asbestos shade structure measuring area 700 sq.ft., lying and situated at portion of the Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. - Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Indradeep Roychowdhury, the purchaser therein, for valuable consideration mentioned therein, morefully and particularly described in the schedules, thereunder written.

AND WHEREAS by a registered deed of indenture dated 27.09.1996 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No. 74, pages 95 to 106 as being no. 2863, for the year 1996. The said Lotus Projects Private Limited, the vendor therein sold, conveyed and transferred its property, being ALL THAT undivided one third part or share in piece or parcel of revenue free redeem land, measuring area 7 (seven) cottahs, more or less, out of 11 (eleven) cotthas togetherwith asbestos shade structure measuring area 700 sq.ft., lying and situated at portion of the Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. - Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Manju Roychowdhury, the purchaser therein for valuable consideration mentioned therein, morefully and particularly described in the schedules, thereunder written.

AND WHEREAS by a registered deed of indenture dated 27.09.1996 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No. 74, pages 107 to 118 as being no. 2864, for the year 1996. The said Lotus Projects Private Limited, the vendor therein sold, conveyed and transferred its property, being ALL THAT undivided one third part or share in piece or parcel of revenue free redeem land, measuring area 7 (seven) cottahs, more or less, out of 11 (eleven) cotthas togetherwith asbestos shade structure measuring area 700 sq.ft., lying and situated at portion of the Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. - Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal

Corporation, in favour of Joydeep Roychowdhury, the purchaser therein, for valuable consideration mentioned therein, morefully and particularly described in the schedules, thereunder written.

AND WHEREAS by virtue of aforesaid deeds, the said Indradeep Roychowdhury, Manju Roychowdhury and Joydeep Roychowdhury are the joint owners and jointly selze and possess the property being ALL THAT piece or parcel of revenue free redeem land, measuring area 07 (seven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. - Maniktala now Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, and the owners herein jointly mutated their names before Kolkata Municipal Corporation, in ward no.31, as against the said premises and obtained Municipal Assessee no.11-031-1200057, morefully and particularly described in the first schedule hereunder written.

AND WHEREAS the Owners herein declare that the aforesaid property, morefully and particularly described in the First Schedule hereunder written, is free from all encumbrances, charges, liens and attachments, tenants, lessees and there is no notice in existence respecting acquisition or requisition thereof by any Governmental or Semi Governmental Authorities or statutory or any other authorities, in fact. There is no right title interest over the premises of any body or any person thereto, save and except the owners herein.

AND WHEREAS the Developer, the party of the Second Part herein, having offered proposal for development of the said plot, including construction of a Multi-storied building upon the same (morefully and particularly described in the FIRST SCHEDULE hereunder written) at its own cost in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation, for consideration as contained therein, and, the Owners have agreed to, and/or accepted the Developer's proposal, inclusive

of consideration therefore as contained therein, as per terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and It is hereby agreed by and between the parties as follows :-

ARTICLE - I: DEFINITIONS

Unless it is repugnant to or inconsistent with the context of these presents:-

1. **OWNERS** shall mean **(1) SMT. MANJU ROYCHOWDHURY**, wife of Sri Tejomoy Roychowdhury, by Religion - Hindu, by occupation - Business, by nationality - Indian, residing at CE-214, Salt Lake City, Sector-I, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata- 700064, Dist.24 Pgns(N), PAN No.ADLPR0544C, **(2) SRI JOYDEEP ROYCHOWDHURY**, son of Sri Tejomoy Roychowdhury, by Religion - Hindu, by occupation - Business, by nationality - Indian, residing at CE-214, Salt Lake City, Sector-I, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata- 700064, Dist.24 Pgns(N), PAN No.AENPR0571G, **(3) SRI INDRADEEP ROYCHOWDHURY**, son of Sri Tejomoy Roychowdhury, by Religion - Hindu, by occupation - Business, by nationality - Indian, residing at CE-214, Salt Lake City, Sector-I, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata- 700064, Dist.24 Pgns(N), PAN No.AHDPR0794C.
2. **DEVELOPER** shall mean **M/S. UJAN REALTY PVT. LTD.**, a company incorporated under the Companies Act, 1956, having its registered office at 223, Kankurgachi 2nd Lane, Police Station - Phool Bagan, P.O. -Kankurgachi, Kolkata - 700 054, PAN No.**AABCU1458N**, represented by its Director namely **SRI JAYANTA BOSE**, son of Sri Asit Ranjan Basu, by Religion - Hindu, by Occupation - Business, By Nationality - Indian, residing at Premises no.P-22/1, V.I.P. Road, C.I.T. Scheme, VIIM, Police Station - Maniktala, P.O. Kankurgachi, Kolkata - 700054, PAN.**AGUPB8493L**.
3. **SAID LAND** shall mean the land more fully and particularly described in the First Schedule hereunder written.

4. **ARCHITECTS** shall mean the Architect to be appointed by the Developer, or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the developer only.
5. **BUILDING/PREMISES** shall mean Multi-storeyed building to be constructed upon the said lands in accordance with the building plan required to be duly sanctioned by the Kolkata Municipal Corporation with all its variations, (morefully and particularly described in the SECOND SCHEDULE hereunder written).
6. **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the FIFTH SCHEDULE hereunder written.
7. **UNDIVIDED SHARE** shall mean the undivided variable and impartibly proportionate share in the lands attributable and allocable to any unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/units.
8. **BUILDING PLAN** shall mean the plan so to be sanctioned by the Kolkata Municipal Corporation in the shape of flats, shops, commercial spaces, car parking and other space therein.
9. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer interalia of flats/units in the Multi-storied building to be constructed under the project and interalia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or thereof to the intending purchasers thereof.

10. **TRANSFEREES** shall mean the purchaser to whom any flat and/or other space or spaces in the said building will be transferred.
11. **UNITS** shall mean flats, carparking and other spaces within the building on or at the said premises, each of them being part thereof, in fact.
12. **SUPER BUILT-UP AREA** : shall mean and include in relation to the said Unit or any other unit, according to the context, the built-up/plinth area of the concerned Unit, including the thickness of the external and internal walls thereof and columns therein, (in case any wall or column be common between two Units one half of the area covering such wall or column shall be included in the area of each such Unit/Flat as part or portion thereof). Reducing 23% area (super built-up area) from saleable area will be the total covered area of the flat including the proportionate area of stair and lift, common services touching the ultimate roof, supply of water through overhead tank, sewerage, motor pump etc. included in common services to be rendered to the purchaser alike the other purchasers of different units within the building at the premises as aforesaid.

ARTICLE : II

1. **OWNERS' SHARE OR ALLOCATION** shall mean as the owners will be entitled to get 50% of constructed area, within the proposed building, details hereunder written:-
 - a) Entire First Floor, in habitable condition;
 - b) Entire Second Floor, in habitable condition;
 - c) 50% of Ground floor area, in front portion, on the road side;
 - d) Open car parking space, in southern side of the building;
 morefully and particularly mentioned in the THIRD SCHEDULE hereunder written, in lieu of their land/property, including proportionate share of staircase, landing and lift area, as contained in the building, lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main

Road), (Road Zone - Rail Bridge to Kankurgachi More Off Road), P.S. - Maniktala now at present Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation, morefully and particularly mentioned in the SECOND SCHEDULE hereunder written, togetherwith undivided proportionate share in the said lands whereon the said building shall be constructed as well as that of all common areas and facilities mentioned in the FIFTH SCHEDULE hereunder written, togetherwith common expenses and maintenance mentioned in the SIXTH SCHEDULE hereunder written, togetherwith guidance and restriction mentioned in the SEVENTH SCHEDULE hereunder written.

2. DEVELOPER'S SHARE AND ALLOCATION shall mean as the owners will be entitled to get 50% of constructed area, within the proposed building, details hereunder written:-

- a) Entire Third Floor, in habitable condition;
- b) Entire Fourth Floor, in habitable condition;
- c) 50% of Ground floor area, in back portion, on the eastern side;
- d) Open car parking space, in northern side of the building;

morefully and particularly mentioned in the FOURTH SCHEDULE hereunder written, in lieu of owners' land/property, including proportionate share of staircase, landing and lift area, as contained in the building, lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), (Road Zone - Rail Bridge to Kankurgachi More Off Road), P.S. - Maniktala now at present Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation, morefully and particularly mentioned in the SECOND SCHEDULE hereunder written, togetherwith undivided proportionate share in the said lands whereon the said building shall be constructed as well as that of all common areas and facilities mentioned in the FIFTH SCHEDULE hereunder written,

togetherwith common expenses and maintenance mentioned in the SIXTH SCHEDULE hereunder written, togetherwith guidance and restriction mentioned in the SEVENTH SCHEDULE hereunder written.

Subject to Owners having their respective allocation or share or part in the covered areas within the building together with their proportionate share respecting the same the Owners' do hereby grant exclusive right to the developer to construct at their cost as agreed a Multi-storied building on the said plot of lands being, more fully and particularly described in the SECOND SCHEDULE hereunder written, and also authorize the developer herein to sell its portion within its allocation to the intending purchaser or purchasers to be selected by the Developer herein only being reckoned as its nominee or nominees as well.

ARTICLE - III BUILDING

1. The Developer, as agreed shall at its own cost and expenses construct at the said premises a Multi-storied building according to the specification mentioned in the EIGHTH SCHEDULE hereunder written in accordance with the plan so to be sanctioned by the Kolkata Municipal Corporation, in compliance with all Municipal Rules, Regulations and provisions. The building to be constructed shall be of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials, fixtures and fittings as shall be required therefore shall be approved of and/or certified by qualified Architect or Architects.
2. Subject to approval of the Developer, and that of qualified Architect as shall be engaged by the developer for construction of the building under the project such building materials being approved by the developer and the agent of the owners the approval thereof by the developer's architect shall be final and binding on the parties. Any of such materials, however, shall not be of low or inferior quality may cause defect or damage to the building under the project so that the proposed building

does not suffer from any defect or damage for user or application of substandard building materials.

3. The Developer shall install and erect in the said Multi-storied building including allotted portion of the owner in all respect at its own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs together with other arrangements as shall be required to be provided in the building containing flats, commercial spaces and Car parking to be constructed in connection with the same being permitted by Municipality concerned.
4. The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owners shall construct and complete the Multi-storied building upon the aforesaid land by utilization of Class-I, building materials.

ARTICLE - IV DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owners not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owners. No consent shall be required from the Owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owners' allocation in the building.
3. The Developer hereby declares that the proposed building shall be completed within 24 (twenty four months) months from the date the sanction of the building plan or deliver of vacant peaceful possession unto in favour of the developer herein by the owners herein, whichever is later. The said time shall be the essence of the contract.

4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or others, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction of the Multi-storied building under the development project the Developer shall have all the responsibility, and liability therefore, and shall keep the Owners, their estate, and effects safe, and harmless agreeing to indemnify all claims, damages, rights and actions in respect of such eventualities.
5. The Owners shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building.
6. That both the parties are agreed that they will execute any agreement for sale and deed of conveyance to any intending purchaser or purchasers during the construction period of their respective allocation mentioned as aforesaid.

ARTICLE - V OWNERS' OBLIGATIONS

1. The Owners shall pay all outstanding dues payable in respect of the said land till the date of execution of this development agreement and during the period of construction and till completion of the proposed building/project all such liabilities including the Municipal taxes of the aforesaid premises shall be borne by the developer.
2. The Owners will handover vacant and peaceful possession of the said land (more fully and particularly described in the FIRST SCHEDULE hereunder written) to the developer within ten days from the date of execution hereof.
3. The Owners have agreed to sign the building plan so to be prepared by the Architect appointed by the Developer for submission to the Kolkata Municipal Corporation for necessary sanction thereof and to sign all other relevant papers and/or documents respecting the proposed building.
4. Subject to the preceding clauses the Owners hereby grant, exclusive permission and right to develop and/or construct the building and to sale

the developer's allocation/share and all other construction right to the Developer to construct, erect and complete the proposed Multi-storied building on the said land in accordance with the building plan to be sanctioned for construction of the building under the project.

5. The Developer at its own cost shall submit the building plan before the Kolkata Municipal Corporation (K.M.C.), appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises, and pursue the same from time to time. The Developer shall comply with all the formalities to be required for all changes to be made in the building plan being required by the K.M.C., and other statutory authority, being Governmental or other authorities as aforesaid, and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full co-operation of Owners therefor.
6. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of its allocation or portions thereof, and the Owners shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation, mentioned as aforesaid. The developer within 24 (twenty four) months shall complete the owners allocated portion to the owners first in habitable condition and the developer before delivery of possession of the owners allocation shall not execute and register and deed of conveyance in favour of any intending purchaser(s) with regard to developers allocation.
7. The Owners shall execute a registered Power of Attorney authorising the Developer herein to appoint Architect, Labour, and to obtain electricity, Water, Sewerage, Drain from the K.M.C., and C.E.S.C., and to sign any agreement for sale, deed of conveyance(s), and/or deeds for transfer of the Developer's allocation within the premises, or any part thereof to intending purchaser(s), who shall be nominated by the developer herein.

8. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance to the construction work of the said building by the developer on the said plot of land.
9. The Owners hereby agree and covenant with the Developer not to sale, let out, grant lease, mortgage, encumber, and/or charge the said plot of land or any portion thereof, save and except the owners' allocation and developer's allocation, according to terms and conditions in this agreement.
10. The Owners undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with any third party in respect of the said land or any portion thereof.
11. The Owners further shall not be entitled to claim any area and/or amount of sale proceeds of the Developer's allocated portion mentioned above, nor shall be entitled to claim any share in the amount of sale proceeds from intending purchaser or purchasers of the Developer's allocation or portions thereof as may be received by the Developer as constituted Attorney of the Owners herein. It is pertinent to mention herein that the sale proceeds as would be received by the developer for disposal the allocated portion of the developer shall be regarded to income of the developer and for such income of the developer and for such money the owners shall not be accountable before Income Tax Authority and the owners agreed to pay any tax, applicable, as against the owners.
12. The developer shall be entitled to fix sign boards on the said property for advertisement, and insertions in news papers and other advertising media for making the project known to the public, and both the parties herein shall jointly choose a name for the Multi-storeyed building to be constructed under the project it being so agreed by the parties hereto.
13. It is agreed upon that the developer shall be entitled to enter into any agreement for sale in respect of Developers allocations to different prospective buyers thereof, and to sell out portions thereunder in the shape of flats, commercial spaces and car parking spaces to the prospective

buyers against such monetary consideration which shall be determined solely by the developer, and in such matters and in the matter, of receipt of bookings and/or earnest money from the intending buyers of any portion within the developer's allocation or of different portions within the allocation of the developer the Owners shall not interfere in any manner whatsoever after allocating the owners portions.

14. If the Owners or any of them herein dies during the continuance of the agreement all their heirs and/or legal representatives shall be bound to abide by the terms hereof and if required by the developer, shall sign necessary papers and/or documents in execution thereof either for inclusion thereof in this agreement or for continuity and/or modification hereof as per requirements of the developer without any right to back out from such obligations in any manner whatsoever.
15. The Owners without any just reason shall not be entitled to repudiate, rescind, and/or cancel this development agreement, save and except in the situation where the Developer fails to comply the terms and conditions and/or provisions herein, the owners shall have authority to cancel/revoke and rescind the developer agreement and registered power of attorney as has been executed by the Owners simultaneously with the execution hereof during the period of completion of the development project, or act against terms hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfers, and/or till completion of such development project as a whole.
16. The Owners undertake that the constituted attorney being the developer shall execute agreement or agreements for sale, and cause to register proper Deed or Deeds or conveyance or conveyances for sale of the developer's allocation or any part thereof in favour of the intending purchaser or purchasers nominated by the Developer for such transfer or sale thereof the same being within the Developer's allocation with a notice to the owners regarding the bonafide of the person/persons.

17. The Owners without any just reason shall not be entitled to repudiate, rescind, and/or cancel this development agreement and the registered general power of attorney as has been executed by the Owners simultaneously with the execution hereof during the period of completion of the development project, or act against terms hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfers, and/or till completion of such development project as a whole.
18. Simultaneously, with the execution hereof the Owners herein handover photocopies of all original documents relating to the land morefully and particularly described in the First Schedule hereunder written, to the developer herein and the developer or any financial institution shall be entitled to take inspection of all the original documents as shall be required by the developer for the purpose of sale of their allocation to the intending purchaser(s). Upon completion of the construction the owners shall handover all original documents relating to the title of the said property to the association of the Apartment Owners, within the building.

ARTICLE - VI DEVELOPER'S RIGHTS

1. The Developer will hold and possess the said plot of land as exclusive licensee, and shall have authority to construct the building on the said plot of land as per building plan to be sanctioned by the Kolkata Municipal Corporation.
2. If any amendment or modification is required in connection with said building plan the same shall be done by the Developer at its own cost and expenses on behalf of the Owners and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment, and/or modifications of the building plan, if necessary, provided, however, that such amendments or modifications would not prejudice the Owners in any manner whatsoever.

3. The Developer shall be entitled to sign and execute any agreement for sale, deed of conveyance, with the intending purchaser or purchasers for selling its allocation within the proposed building to be constructed under the project or portion thereof, as mentioned above, together with undivided proportionate share of land, more fully and particularly described in the First Schedule hereunder, settling terms therefor with the prospective buyers.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from the prospective buyers in respect of Developer's allocated portion, and/or share in the said proposed building with Flats, Ground Floor space and Carparking spaces as referred to as saleable area, and can issue receipt in its name or on behalf of its firm name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time.

ARTICLE - VII OWNERS' RIGHT

THAT the owners herein have liberty to sell and dispose of their allocation to any intending purchaser or purchasers during the construction period and receive the sale proceeds from the intending purchaser or purchasers, the developer will not raise any objection of such sale and not to claim any sale proceeds therefrom.

ARTICLE - VIII MISCELLANEOUS

1. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer by the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due.
2. The Developer and the Owners shall mutually frame scheme for the management and/or administration of the said building and/or common

parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination of common passage/s, running of pump, operating of and repair/s of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due maintenance of the building and/or common services.

3. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction, meaning, purport, and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to the Court of Law for appointment of a arbitrator as per Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment.
4. In case developer will get sanction plan of additional floor within the building above (G+IV-storied) plan in that event the owners and developer herein will equally bear respecting the expenses of municipal charges relating to the plan and also other miscellaneous charges respecting the said construction but the owner shall not pay any construction charges of the said construction and the developer will undertake to complete the said construction at it's own cost and expenses. If the said construction made out in that event the owners will be entitled to 50% of the constructed area, at the eastern side of the building in the said construction, and the developer will be entitled to remaining 50% of the constructed area, at the western side of the building in the said construction.
5. The developer will be in liberty to demolish the existing structure, after taking possession of the property from the owners herein.

ARTICLE - IX INDEMNIFICATION BY THE OWNERS

1. The Owners undertake for indemnifying the developer in case of any unreasonable hindrance on its part as may stand as a bar to the developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owners as against the provisions hereof declaring that the developer shall be entitled to the construction under the project and enjoy their allocation without any interference or disturbance subject to their performing, observing and/or fulfilling all the terms herein contained and/or the obligations hereunder to be performed by the developer.
2. The Owners further undertake to indemnify the developer in case the developer suffers any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever, declaring that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the aforesaid property under this agreement, and if there be such instrument such instrument shall have no force and shall not entitle the Owners at all and/or their legal representatives to take advantage thereof in any manner whatsoever.

ARTICLE - X INDEMNIFICATION BY THE DEVELOPER

1. The Developer hereby undertakes not to make the Owners liable for, and to compensate him for and/or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.
2. The Developer hereby undertake to indemnify and keep the Owners indemnified from and against all actions, suits, costs, proceeding and claims and demands that may arise touching the allocation of the Owners or that of the developer in connection with development work involved in the project interalia inclusive of construction of the building thereunder and/or any defect therein as may result in such consequences causing the Owners to suffer therefrom in any manner whatsoever.

ARTICLE XI CONSIDERATION

That save and except the Owners allocation in the proposed building as mentioned above the developer shall pay a forfeit amount of Rs.5,00,000/- (Rupees five lac) only to the owners herein, simultaneously with the execution herein, the developer will pay a sum of Rs.1,00,000/- (Rupees one lac) only and the owners herein receive and acknowledge as per memo hereunder written and the balance sum of Rs.4,00,000/- (Rupees four lac) only will be paid in the mode and manner as under:

- a) Rs.1,00,000/- (Rupees one lac) only will be paid after sanction of the building plan.
- b) Rs. 1,00,000/- (Rupees one lac) only will be paid 90 (ninety) days from the date of sanction of the building plan.
- c) Rs. 1,00,000/- (Rupees one lac) only will be paid 180 (one hundred eighty) days from the date of sanction of the building plan.
- d) Rs. 1,00,000/- (Rupees one lac) only will be paid 270 (two hundred seventy) days from the date of sanction of the building plan.

ARTICLE - XII FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their such obligations during the duration of the force majeure.
2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion which may be beyond the control of any of the parties.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of revenue free redeem land, measuring area 07 (seven) Cottahs, more or less, togetherwith tin shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), (Road Zone - Rail Bridge to Kankurgachi More Off Road), P.S. - Maniktala now at present Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation, butted and bounded as follows :-

- ON THE NORTH : By Premises No.194D, Satin Sen Sarani;
 ON THE SOUTH : By Premises No.194B, Satin Sen Sarani;
 ON THE EAST : By Premises No. 194B/1B, Satin Sen Sarani;
 ON THE WEST : By 30ft. wide Satin Sen Sarani.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT proposed Multi-Storeyed building TOGETHER WITH the piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "WALZEN", containing an area 07 (seven) Cottahs, more or less, lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), (Road Zone - Rail Bridge to Kankurgachi More Off Road), P.S. - Maniktala now at present Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation, butted and bounded as follows :-

- ON THE NORTH : By Premises No.194D, Satin Sen Sarani;
 ON THE SOUTH : By Premises No.194B, Satin Sen Sarani;
 ON THE EAST : By Premises No. 194B/1B, Satin Sen Sarani;
 ON THE WEST : By 30ft. wide Satin Sen Sarani.

THIRD SCHEDULE ABOVE REFERRED TO:

(OWNERS' SHARE OR ALLOCATION)

The owners will be entitled to get 50% of constructed area, within the proposed building details hereunder written:-

- a) Entire First Floor, in habitable condition;
- b) Entire Second Floor, in habitable condition;
- c) 50% of Ground floor area, in front portion, on the road side;
- d) Open car parking space, in southern side of the building;

Including proportionate share of staircase, landing and lift area, as contained in the building, lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), (Road Zone - Rail Bridge to Kankurgachi More Off Road), P.S. - Maniktala now at present Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation, morefully and particularly mentioned in the SECOND SCHEDULE hereinabove written, togetherwith undivided proportionate share in the said lands whereon the said building shall be constructed as well as that of all common areas and facilities mentioned in the FIFTH SCHEDULE hereunder written, togetherwith common expenses and maintenance mentioned in the SIXTH SCHEDULE hereunder written, togetherwith guidance and restriction mentioned in the SEVENTH SCHEDULE hereunder written.

FOURTH SCHEDULE ABOVE REFERRED TO:

(DEVELOPERS' SHARE OR ALLOCATION)

The owners will be entitled to get 50% of constructed area, within the proposed building details hereunder written:-

- a) Entire Third Floor, in habitable condition;
- b) Entire Fourth Floor, in habitable condition;
- c) 50% of Ground floor area, in back portion, on the eastern side;
- d) Open car parking space, in northern side of the building;

including proportionate share of staircase, landing and lift area, as contained in the building, lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), (Road Zone - Rail Bridge to Kankurgachi More Off Road), P.S. - Maniktala now at present Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation, morefully and particularly mentioned in the SECOND SCHEDULE hereinabove written, togetherwith undivided proportionate share in the said lands whereon the said building shall be constructed as well as that of all common areas and facilities mentioned in the FIFTH SCHEDULE hereunder written, togetherwith common expenses and maintenance mentioned in the SIXTH SCHEDULE hereunder written, togetherwith guidance and restriction mentioned in the SEVENTH SCHEDULE hereunder written.

FIFTH SCHEDULE ABOVE REFERRED TO:-

THE OWNERS AND INTENDING PURCHASER OR PURCHASERS WITHIN THE BUILDING ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:-

1. Stair cases on all the floors and lift.
2. Stair cases landing on all floors.
3. Main gate of the said building/premises and common passage and lobby on the Ground to Top floor.
4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter and fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings respecting the common areas of the premises.
10. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the

said premises of the building as are necessary for use and occupation of the respective units.

11. Electrical Wiring, meters (excluding those installed for any particular **FLAT/UNIT**).
12. Lift and their accessories.
13. GENERAL COMMON ELEMENTS and facilities meant for the said '**FLAT/UNIT**'.
 - a) All private ways, curves, side-walls and areas of the said premises.
 - b) Exterior conduits, utility lines.
 - c) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d) Exterior lighting and other facilities necessary for upkeep and safety of the said building.
 - e) All elevations including shafts, shaft walls, machine rooms and facilities.
 - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g) The foundation, Corridor, Lobbies, Stairways Entrance and exit, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said '**FLAT/UNIT**', side or interior load bearing walls within the building or

concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.

- h) Utility lines, telephone and electrical systems contained within the said building.
- i) Remaining portion of the roof or terrace including structure in the said building will jointly be undivided property among the Vendors and the other Owners—the purchaser herein, or other purchasers of different units, subject to limitation, if any, to their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the owners/Vendors, other purchaser, or purchasers without causing inconvenience to one another.

SIXTH SCHEDULE ABOVE REFERRED TO

**THE OWNERS AND INTENDING PURCHASER OR PURCHASERS
SHALL HAVE TO BEAR :—**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.

3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
7. Municipal taxes, Multi-storeyed building tax, if any, and other similar taxes those separately assessed on the respective UNIT.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the flat and/or Unit Owners Association, as shall be formed by the unit-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under.

SEVENTH SCHEDULE ABOVE REFERRED TO
THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF
THE UNIT/FLAT INTER-ALIA SHALL INCLUDE THE IMPOSITIONS
AND RESTRICTION AS UNDER :-

The purchaser or purchasers/Owners, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid UNIT for the following purpose:-

1. To use the said 'UNIT', and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
2. To carry on or permit to be carried on upon the said 'UNIT' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
3. To demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
4. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.
5. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
6. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the 'UNIT', or any portion of the building housing the same.

7. To avoid the liability or responsibility of repairing any portion, or any component part of the flat hereunder sold and transferred, or fittings and fixtures therein for storing water, swerages etc. in the event of such portion or part, or fixtures and fittings within the flat, and/or unit demanding repairs thereby causing inconvenience and injuries to other flat Owners as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents, masons, as may be required by the unit Owners' Association from time to time on request therefor by such Association.
8. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their UNIT only in any colour of their choice.
9. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.
10. The purchaser of the UNIT together with other purchaser or Owners of the other flats shall must have the obligations to form an association of such unit Owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye Laws as amended upto date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

EIGHTH SCHEDULE ABOVE REFERRED TO :**SPECIFICATIONS**

1. **CIVIL STRUCTURE** : The building will be R.C.C. framed structure as per design approved by the Kolkata Municipal Corporation with 4" thick roof slab having 8"/5"/3" thick external and 3"/5" thick internal partition brick wall with sand and cement Mortar cement con : 4:2:1 and column 3:2:1 with plaster of paris finish. One loft in each flat. Front elevation to be done according to the plan approved by the owner.
2. **WALL** : Outside wall 8"/5"/3" brick and outside work cement plastering. Inside wall 5"/3" brick will be finished with plaster of paris.
3. **FLOORING** : Finished with Vitrified Tiles/Marble.
4. **KITCHEN** : Inside walls upto 3' feet height with glazed tiles above the cooking table and the top of the cooking table will be provide/d Granite Stone along with R.C. or Stainless steel sink of standard size. One bib cock will be provided in sink.
5. **TOILET** : Floors of both Toilets will be provide/d Anit Skied Tiles/Marble, and wall of both toilets will be glazed tiles upto 6' feet height. Two European type with Flash valve and showers and two taps in each toilets and two wash basin in each toilet.
6. **DOORS** : All Door will be provide/d Sal wood frame, and main door finished with Sagun Wood, and remaining door, Flush door.
7. **WINDOWS** : Sal wood window frame and palla will be of Halak/Gammer, with Glass Panel.

8. **WALL & CEILING** : Inside walls and ceiling will be provided Birla putty.
9. **WATER LINE** : All water lines will be concealed line, standard quality of P.P.B.C. pipes and size will be provide/d standard quality sanitary fittings of standard size will be provided.
10. **ELECTRICAL LINE** : Only electric wiring and point (without fittings) will be provided. All electric lines will be concealed. Adequate numbers of switches, on switch board will be provided. One telephone, One T.V., One A.C. point and MCB switch to be provided in each flat.
11. **ROOFING** : Roof Tiles together with heat treatment processes.
12. **SWERAGE** : All sewerage lines as per Municipal rules.
13. **WATER ARRANGEMENT** : Installation of Submersible pump.
14. **CCTV**:- CCTV will be provided in all floors.
15. **LIFT** : Lift will be provided of ISI Standard.
16. If any extra work will be done by the Developer apart from specification mentioned as above of the said flat in that event the purchaser or purchasers will agree to bear and/or pay for such extra work to the Developer/Confirming party, and such work shall be done subject to written consent of the purchaser or purchasers and according to specification and/or estimation of the purchaser or purchasers as shall be submitted to the Developer before hand.

IN WITNESS WHEREOF the parties hereto abovenamed set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

SIGNED & DELIVERED
BY THE OWNERS AT CALCUTTA
IN THE PRESENCE OF
WITNESSES :-

1. Manik Lal De
Adv.

Manju Roy Chowdhury
(1) SMT. MANJU ROYCHOWDHURY

Jaydeep Roy Chowdhury
(2) SRI. JOYDEEP ROYCHOWDHURY

2. Nandini Das
87/1/D, Bairpara Talae.
Kolkata-700030

Indradeep Roy Chowdhury
(3) SRI. INDRADEEP ROYCHOWDHURY
...OWNERS/ FIRST PART

SIGNED, SEALED & DELIVERED
BY THE DEVELOPER AT CALCUTTA
IN THE PRESENCE OF
WITNESSES :-

1. Manik Lal De
Adv.

UJAN REALTY PVT. LTD.

Jayanta Bose
Director

2. Nandini Das

SRI JAYANTA BOSE
DIRECTOR OF
M/S. UJAN REALTY PVT. LTD
...DEVELOPER/SECOND PART

Drafted by :

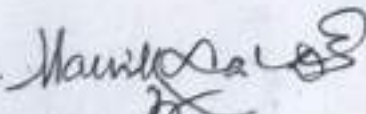
Manik Lal De
Manik Lal De
Advocate,
High Court, Calcutta.
WB/632/1988

RECEIVED on and from the within named developer herein a sum of Rs.1,00,000/- (Rupees One lac) only as per Memo hereunder written.

MEMO OF CONSIDERATION

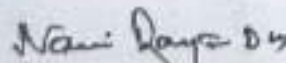
Cheque No.	Dated	Drawn on	Amount
007281	16-5-2016	Axis Bank Ltd.	34,000-00
007284	16-5-2016	Kankurgachi Br. Cal	33,000-00
007283	16-5-2016	- DO -	33,000-00
		- DO -	
Total Rupees one lac only.			1,00,000.00

WITNESSES

1. 

Manju Roy Chowdhury
(1) SMT. MANJU ROYCHOWDHURY

Joydeep Roy Chowdhury
(2) SRI. JOYDEEP ROYCHOWDHURY

2. 


































Indradeep Roy Chowdhury
(3) SRI. INDRADEEP ROYCHOWDHURY
...OWNERS/ FIRST PART

Sl. No.

Signature of the executants/ Presentants

Under Rule 44A of the I.R. Act 1908
SPECIMEN FOR TEN FINGER PRINT

Page No.....

 Manjiv R. S. Chaudhary	 Little	 Ring	 Middle (Left)	 Fore (Left Hand)	 Thumb
	 Thumb	 Fore	 Middle (Right)	 Ring (Right Hand)	 Little
 Joydeep Ray Choudhary	 Little	 Ring	 Middle (Left)	 Fore (Left Hand)	 Thumb
	 Thumb	 Fore	 Middle (Right)	 Ring (Right Hand)	 Little
 Indradip K. Choudhary	 Little	 Ring	 Middle (Left)	 Fore (Left Hand)	 Thumb
	 Thumb	 Fore	 Middle (Right)	 Ring (Right Hand)	 Little

Signature
of the Executants/
Presentants

Under Rule 44A of the I.R. Act 1908
SPECIMEN FOR TEN FINGER PRINT





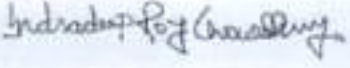
Page No.....



Bose
Jayaram



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		Thumb	Fore	Middle (Right)	Ring Hand)	Little



Land Lord Details



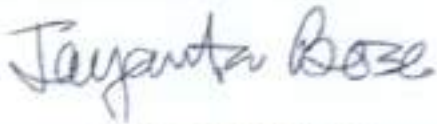
SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Shri JOYDEEP ROYCHOWDHURY Son of Shri Tejomoy Roychowdhury CE-214, Salt Lake City, Sector-I, P.O:- CC Block, P.S:- North Bidhannagar, District-North 24- Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AENPR0571G.; Status : Individual; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Office</p>	 17/05/2016 11:19:01 AM	 LTI 17/05/2016 11:19:21 AM
		 17/05/2016 11:19:57 AM	
3	<p>Shri INDRADEEP ROYCHOWDHURY Son of Shri Tejomoy Roychowdhury CE-214, Salt Lake City, Sector-I, P.O:- CC Block, P.S:- North Bidhannagar, District-North 24- Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHDPR0794C.; Status : Individual; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Office</p>	 17/05/2016 11:11:18 AM	 LTI 17/05/2016 11:11:29 AM
		 17/05/2016 11:11:58 AM	

Seller, Buyer and Property Details

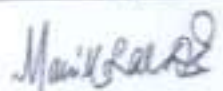
A. Land Lord & Developer Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p>Shri JAYANTA BOSE P-22/1, V.I.P. Road, C.I.T. Scheme, VIIM, P.O:- Kankurgachi, P.S:- Maniktala, District:-South 24- Parganas, West Bengal, India, PIN - 700054</p>	 17/05/2016 11:17:45 AM	 LTI 17/05/2016 11:18:09 AM
		<p align="center"><i>Jayanta Bose</i> 17/05/2016 11:18:27 AM</p>	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>Smt MANJU ROYCHOWDHURY Wife of Shri Tejomoy Roychowdhury CE-214, Salt Lake City, Sector-I, P.O:- CC Block, P.S:- North Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700064 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADLPR0544C,; Status : Individual; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Office</p>	 17/05/2016 11:22:17 AM	 LTI 17/05/2016 11:21:55 AM
		<p align="center"><i>Manju Roy chowdhury</i> 17/05/2016 11:23:02 AM</p>	

Developer Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>M/S. UJAN REALTY PVT. LTD. 22J, Kankurgachi 2nd Lane, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054 PAN No. AABCU1458N.; Status : Organization; Represented by representative as given below:-</p>		
1(1)	<p>Shri JAYANTA BOSE P-22/1, V.I.P. Road, C.I.T. Scheme, VIIM, P.O:- Kankurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054 Sex: Male. By Caste: Hindu, Occupation: Business, Citizen of: India.; Status : Representative; Date of Execution : 17/05/2016, Date of Admission : 17/05/2016; Place of Admission of Execution : Office</p>	 17/05/2016 11:17:45 AM	 LTI 17/05/2016 11:18:09 AM
		 17/05/2016 11:18:27 AM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Shri Manik Lal De Son of Late N.C. De 12/2, Kalindi Housing Estate, P.O:- Lake Town, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN - 700089 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,</p>	<p>Smt MANJU ROYCHOWDHURY, Shri JOYDEEP ROYCHOWDHURY, Shri INDRADEEP ROYCHOWDHURY, Shri JAYANTA BOSE</p>	 17/05/2016 11:30:49 AM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Sch No.	Property Location	Land Details				
		Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satin Sen Sarani, Road Zone : (Rail Bridge -- Kankurgachhi More On Road) , , Premises No. 194C, Ward No: 31	(Rail Bridge -- Kankurgachhi More On Road)	7 Katha	1,00,000/-	3,10,32,226/-	Proposed Use: Bastu, Width of Approach Road: 30 Ft., Adjacent to Metal Road,

Sch No.	Structure Location	Area of Structure	Structure Details		
			Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	700 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete
S1	On Land L1	700 Sq Ft.	1/-	2,10,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Smt MANJU ROYCHOWDHURY	M/S. UJAN REALTY PVT. LTD.	3.85	33.3333
	Shri JOYDEEP ROYCHOWDHURY	M/S. UJAN REALTY PVT. LTD.	3.85	33.3333
	Shri INDRADEEP ROYCHOWDHURY	M/S. UJAN REALTY PVT. LTD.	3.85	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Shri INDRADEEP ROYCHOWDHURY	M/S. UJAN REALTY PVT. LTD.	233.333 Sq Ft	33.3333
	Shri JOYDEEP ROYCHOWDHURY	M/S. UJAN REALTY PVT. LTD.	233.333 Sq Ft	33.3333
	Smt MANJU ROYCHOWDHURY	M/S. UJAN REALTY PVT. LTD.	233.333 Sq Ft	33.3333

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Manik Lal De

Details of the applicant who has submitted the requisition form

Applicant's Name	Manik Lal De
Address	High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160302375 / 2016

Query No/Year	16030000626044/2016	Serial no/Year	1603002754 / 2016
Deed No/Year	I - 160302375 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri JAYANTA BOSE	Presented At	Office
Date of Execution	17-05-2016	Date of Presentation	17-05-2016

Remarks

On 11/05/2016

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 3,12,42,226/-

U.K. Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 17/05/2016

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 : 48(g) of Indian Stamp Act 1899.

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

Presented for registration at 11:04 hrs on : 17/05/2016, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri JAYANTA BOSE ..

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

Execution is admitted on 17/05/2016 by

Smt MANJU ROYCHOWDHURY, Wife of Shri Tejomoy Roychowdhury, CE-214, Salt Lake City, Sector-I, P.O. CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste Hindu, By Profession Business

Indetified by Shri Manik Lal De, Son of Late N.C. De, 12/2, Kalindi Housing Estate, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, By caste Hindu, By Profession Advocate

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

Execution is admitted on 17/05/2016 by

Shri JOYDEEP ROYCHOWDHURY, Son of Shri Tejomoy Roychowdhury, CE-214, Salt Lake City, Sector-I, P.O: CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste Hindu, By Profession Business

Identified by Shri Manik Lal De, Son of Late N.C. De, 12/2, Kalindi Housing Estate, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, By caste Hindu, By Profession Advocate

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

Execution is admitted on 17/05/2016 by

Shri INDRADEEP ROYCHOWDHURY, Son of Shri Tejomoy Roychowdhury, CE-214, Salt Lake City, Sector-I, P.O: CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste Hindu, By Profession Business

Identified by Shri Manik Lal De, Son of Late N.C. De, 12/2, Kalindi Housing Estate, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, By caste Hindu, By Profession Advocate

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

Execution is admitted on 17/05/2016 by

Shri JAYANTA BOSE Director, M/S. UJAN REALTY PVT. LTD., 22J, Kankurgachi 2nd Lane, P.O:- Kankurgachi, P.S:- Phool Bagan, District-South 24-Parganas, West Bengal, India, PIN - 700054 Shri JAYANTA BOSE, Son of Shri Asit Ranjan Basu, P-22/1, V.I.P. Road, C.I.T. Scheme, VIIM, P.O: Kankurgachi, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, By caste Hindu, By profession Business
Identified by Shri Manik Lal De, Son of Late N.C. De, 12/2, Kalindi Housing Estate, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, By caste Hindu, By Profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,142/- (B = Rs 1,089/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 1,142/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 74,950/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 255507, Purchased on 12/05/2016, Vendor named Suranjan Mukherjee.

Description of Draft

1. Rs 25,950/- is paid, by the Draft(8554) No: 000429152170, Date: 13/05/2016, Bank: STATE BANK OF INDIA (SBI), NEW TOWN TERMINUS BUILDING.
2. Rs 49,000/- is paid, by the Draft(8554) No: 000429152169, Date: 15/05/2016, Bank: STATE BANK OF INDIA (SBI), NEW TOWN TERMINUS BUILDING.

UK Basu

Shri JOYDEEP ROYCHOWDHURY, Son of Shri Tejomoy Roychowdhury, CE-214, Salt Lake City, Sector-I, P.O: CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste Hindu, By Profession Business

Indetified by Shri Manik Lal De, Son of Late N.C. De, 12/2, Kalindi Housing Estate, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, By caste Hindu, By Profession Advocate

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

Execution is admitted on 17/05/2016 by

Shri INDRADEEP ROYCHOWDHURY, Son of Shri Tejomoy Roychowdhury, CE-214, Salt Lake City, Sector-I, P.O: CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste Hindu, By Profession Business

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

Execution is admitted on 17/05/2016 by

Shri JAYANTA BOSE Director, M/S. UJAN REALTY PVT. LTD., 22J, Kankurgachi 2nd Lane, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054 Shri JAYANTA BOSE, Son of Shri Asit Ranjan Basu, P-22/1, V.I.P. Road, C.I.T. Scheme, VIIM, P.O: Kankurgachi, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, By caste Hindu, By profession Business
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Description of Draft

1. Rs 25,950/- is paid, by the Draft(8554) No: 000429162170, Date: 13/05/2016, Bank: STATE BANK OF INDIA (SBI), NEW TOWN TERMINUS BUILDING.

2. Rs 49,000/- is paid, by the Draft(8554) No: 000429162169, Date: 15/05/2016, Bank: STATE BANK OF INDIA (SBI), NEW TOWN TERMINUS BUILDING.

UK Basu

(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 74381 to 74426

being No 160302375 for the year 2016.



UK Basu

Digitally signed by UTPAL KUMAR BASU
Date: 2016.05.18 11:13:55 -07:00
Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 18/05/2016 11:13:54 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)