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8-1-302002/16

District Sub-Register-III
Alipore, South 24 parganas

16 AUG 2016

Harshamath Paul

Pratibha Paul

नटुनी शर्मा

Keya Paul

Mousumi Paul

Soma Paul

Thakur Dayal Singh

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 16th day of August, Two Thousand Sixteen (2016)

BETWEEN

(1) SRI HARSHANATH PAUL (PAN - CWPP3136P), son of Late Kanailal Paul, (2) SRI DILIP KUMAR PAUL (PAN - CWZPP3159E), son of Late Kanailal Paul, (3) SMT. LAXMI PAUL, wife of Late Sudhir Paul, (4) ~~SMT. LAXMI PAUL~~, (5) SMT. KEYA PAUL, daughter of Late Sudhir Paul, (6) SMT. MOUSUMI PAUL (PAN - ANWPH0939C), daughter of Late Sudhir Paul and (7) SMT. SOMA PAUL (PAN - CCTPP7557G), daughter of Late Sudhir Paul, all 1 to 7 are by faith - Hindu, by nationality - Indian and jointly residing at 111/1, Kumurpara Lane, Ward No. 91, Post Office & Police Station - Kasba, Kolkata-700042, hereinafter referred to as "VENDORS/OWNERS" (which expression shall unless repugnant to the context mean and include their heirs, executors, administrators, representatives and assigns) of the ONE PART

AND

SRI THAKUR DAYAL SINGH (PAN - ATCPS3492F), son of Sri Dharamanth Singh, by faith - Hindu, by occupation - Business, residing at 49/B, Swinhoe Lane, Post Office & Police Station - Kasba, Kolkata - 700042, hereinafter called the "DEVELOPER" (which expression shall unless, excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the SECOND PART.

1.0. SCOPE AND AMBIT OF THE AGREEMENT

1.1. The parties hereto have decided to develop all the piece and parcel of land measuring an area of 8 cottachs 8 chittacks 23 Sq.ft. be little more or less lying and situated at 111/1, Kumurpara Lane, Ward No. 91, Police Station - Kasba, Kolkata -700042, Dist- South 24-Parganas, within the local limits of Kolkata Municipal Corporation, hereinafter referred to as "the said Premises" and more fully described in Schedule "A" hereto.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

2.0. REPRESENTATIONS OF THE VENDORS/OWNERS :

2.1. That Kanailal Paul since deceased was the actual owner of the entire landed property lying and situated in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal

14/07/2017
Ketan Paul
Harsha Math Paul
Mousumi Paul
Soma Paul

Thakur Dayal Singh
Mousumi Paul
Soma Paul

Corporation Premises No.111, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042.

2.2 That Kanailal Paul during his lifetime duly mutated his name Before the Kolkata Municipal Corporation in respect of the aforesaid property lying situated at Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation Premises No.111, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042 and obtain Assessee No. 210911001421.

2.3. Thereafter the said Kanai Lal Paul died intestate on 20/11/1976 and his wife Charubala Dasi died intestate on 04/07/1986 leaving behind their 4 (four) sons namely (1) Sri Sudhir Paul, (2) Haran Chandra Paul, (3) Harsha Nath Paul, (4) Sri Dilip Paul and 3 (three) Daughters namely (5) Kamala Rani Paul, (6) Uma Rani Paul, (7) Jharna Das (Paul), are the only legal heirs of the Hindu Succession Act, 1956 and according to the Hindu Succession Act, 1956 all the legal heirs have the equal right title and interest over the property lying and situated at 111, Kumar Para Lane, P.S. - Kasba, Ward No. 91, Kolkata - 700042.

2.4. Thereafter the said Sudhir Paul, died intestate on 21/10/2004 leaving behind One wife (1) Smt. Laxmi Paul, and one son (2) Biswajit Paul and 3 (three) Daughters (3) Keya Paul, (4) Mousumi Paul (Halder), (5) Soma Paul as his legal heirs, legal representative, legal successors and none else.

2.5 That Haran Chandra Paul has Gifted his undivided proportionate 1/7th share over the aforesaid property to his wife namely Sumitra Paul by executing a Deed of Gift dated 19.09.2005 the said Deed of Gift was duly registered at District Sub-Registrar, Alipore, recorded in Book No.1, Volume No. I, Page No. 1 to 22, being No. 15959 for the year 2005.

2.6. That the said Sumitra Paul has initiated a Partition Suit being Title Suit No. 165 of 2008 before the 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, claiming partition of her share over the aforesaid property against Harshanath Paul and other co-owners.

2.7. That the aforesaid Title Suit was finally compromised between the parties by filing comprised petition dated 30.04.2014 and accordingly the final decree was passed in the aforesaid Title Suit being No. 165 of 2008.

2.8 By virtue of the final decree for partition passed on _____ in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, (1) Harsha Nath Paul, (2) Dilip Kumar Paul, (3) Smt. Jharna Das, (4) Lakshmi Paul, (5) Biswajit Paul, (6) Keya Paul, (7) Mousumi Paul, (8) Soma Paul became the absolute and joint owners in respect of the piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less standing thereon comprised of and contained in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation Premises No.111, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042.

2.9 By virtue of the final decree for partition in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, Smt. Sumitra Paul became the absolute owner in respect of the piece and parcel of land measuring about 1 (one) Cottah 11 (Eleven) Chittack 12 (Twelve) Sq.ft. more or less together with 230 Sq.ft structure more or less standing thereon comprised of and contained in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation Premises No.111, Kumar Para Lane, Kolkata - 700042.

2.10. Kamala Rani Paul and Uma Rani Paul both the daughters Late Kanai Lal Paul have gifted their undivided proportionate 2/7th share out of total land measuring about 8 (eight) cottah 13 (thirteen) Chittack 25 (twenty five) Sq.ft. more or less being Kolkata Municipal Corporation Premises No. 111, Kumar Para Lane, Kolkata - 700042 to (1) Sri Harsha Nath Paul, son of Late Kanai Lal Paul, (2) Sri Dilip Paul, son of Late Kanai Lal Paul, (3) Jharna Das, daughter of Late Kanai Lal Paul and wife of Sri Meghnath Das (4) Laxmi Paul, wife of Late Sudhir Paul, (5) Biswajit Paul, son of Late Sudhir Paul, (6) Keya Paul, daughter of Late Sudhir Paul, (7) Mousumi Paul, daughter of Late Sudhir Paul and (8) Soma Paul, daughter of Late Sudhir Paul.

2.11 That the aforesaid Deed of Gift was duly registered at Addl. Registrar Assurances I, Kolkata on 9th September, 2005, recorded in book No. I, Volume No. I, Page No. 1 to 22 being No. 15959 for the year 2006.

2.12 At present Harshanath Paul, Haran Chandra Paul, Dilip Paul, Jharna Das, Laxmi Paul, Biswajit Paul, Keya Paul, Mousumi Paul and Soma Paul are the absolute and joint owners of the piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less property lying and situated at 111, Kumar Para Lane, Ward No. 91, P.S. - Kasba, Kolkata - 700042.

2.13 That the vendors herein by virtue of the final decree for partition in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, jointly mutated their names before the Kolkata Municipal Corporation in respect of the piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less standing thereon comprised of and contained in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation being Municipal Premises No.111/1, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042, having Assessee No. 210911003030.

2.14 That now by virtue of the final decree for partition in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, it is cleared that :

- (a) Harshanath Paul have undivided proportionate 1/4th share
- (b) Dilip Paul holds undivided proportionate 1/4th share
- and
- (c) Laxmi Paul, Biswajit Paul, Keya Paul, Mousumi Paul and Soma Paul jointly holds undivided proportionate 1/4th share

-over the piece and parcel of land measuring about 6 cottahs 6 chittaks 18 sq.ft. together with 414 sq.ft. tally shaded structure standing thereon lying and situated at 111/1, Kumar Para Lane, Ward No. 91, P.S. - Kasba, Kolkata - 700042.

2.15 Now Harshanath Paul, Dilip Kumar Paul, Laxmi Paul, Biswajit Paul, Keya Paul, Mousumi Paul and Soma Paul, the owners herein are jointly intended to

execute this Development Agreement in respect of their undivided proportionate 3/4th share out of the total the piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less which is equivalent to undivided proportionate 6 cottahs 6 chittaks 18 sq.ft. together with 414 sq.ft. tally shaded structure standing thereon lying and situated at 111/1, Kumar Para Lane, Ward No. 91, P.S. - Kasba, Kolkata - 700042 (hereinafter referred as the "said property" and more particularly mentioned in the First Schedule below) with the Developer herein.

3.0. APPOINTMENT.

3.1 That the Vendors/Owners herein in view to develop the "said property" (more particularly mentioned in the First Schedule) have approached before the Developer for the construction of the new multistoried building. The Developer on the basis of the assurance given hereinabove by the Vendors/Owners to the Developer and relying upon the same, has agreed to accept such appointment for development of the said Premises.

3.2. Developer all cost of legal expenses.

3.3. That the Developer shall take necessary steps and/or action and also bear all the legal expenditure for obtaining the necessary permission for development of the said premises from the competent authority by demolishing the existing old building.

4.0. TITLE OF THE SAID PREMISES

4.1. That Kanailal Paul since deceased was the actual owner of the entire landed property lying and situated in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation Premises No.111, Kumar Para Lane, Kolkata - 700042.

4.2 That Kanailal Paul during his lifetime duly mutated his name Before the Kolkata Municipal Corporation in respect of the aforesaid property lying situated at Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82,

Ward No.91, being Kolkata Municipal Corporation Premises No.111, Kumar Para Lane, Kolkata - 700042.

4.3. Thereafter the said Kanai Lal Paul died intestate on 20/11/1976 and his wife Charubala Dasi died intestate on 04/07/1986 leaving behind their 4 (four) sons namely (1) Sri Sudhir Paul, (2) Haran Chandra Paul, (3) Harsha Nath Paul, (4) Sri Dilip Paul and 3 (three) Daughters namely (5) Kamala Rani Paul, (6) Uma Rani Paul, (7) Jharna Das (Paul), are the only legal heirs of the Hindu Succession Act, 1956 and according to the Hindu Succession Act, 1956 all the legal heirs have the equal right title and interest over the property lying and situated at 111, Kumar Para Lane, P.S. - Kasba, Ward No. 91, Kolkata - 700042.

4.4. Thereafter the said Sudhir Paul, died intestate on 21/10/2004 leaving behind One wife (1) Smt. Laxmi Paul, and one son (2) Biswajit Paul and 3 (three) Daughters (3) Keya Paul, (4) Mousumi Paul (Halder), (5) Soma Paul as his legal heirs, legal representative, legal successors and none else.

4.5 That Haran Chandra Paul has Gifted his undivided proportionate 1/7th share over the aforesaid property to his wife namely Sumitra Paul by executing a Deed of Gift dated 19.09.2005 the said Deed of Gift was duly registered at District Sub-Registrar, Alipore, recorded in Book No.1, Volume No. I, Page No. 1 to 22, being No.15959 for the year 2005.

4.6. That the said Sumitra Paul has initiated a Partition Suit being Title Suit No. 165 of 2008 before the 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, claiming partition of her share over the aforesaid property against Harshanath Paul and other co-owners.

4.7. That the aforesaid Title Suit was finally compromised between the parties by filing comprised petition dated 30.04.2014 and accordingly the final decree was passed in the aforesaid Title Suit being No. 165 of 2008.

4.8 By virtue of the final decree for partition in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, (1) Harsha Nath Paul, (2) Dilip Kumar Paul, (3) Smt. Jharna Das, (4) Lakshmi Paul, (5) Totan Paul, (6) Keya Paul, (7) Mousumi Paul, (8) Soma Paul became the absolute and joint owners in respect of the piece and parcel of land

measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less standing thereon comprised of and contained in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation Premises No.111, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042.

4.9 By virtue of the final decree for partition in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, Smt. Sumitra Paul became the absolute owner in respect of the piece and parcel of land measuring about 1 (one) Cottah 11 (Eleven) Chittack 12 (Twelve) Sq.ft. more or less together with 230 Sq.ft structure more or less standing thereon comprised of and contained in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation Premises No.111, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042.

4.10. Kamala Rani Paul and Uma Rani Paul both the daughters Late Kanai Lal Paul have gifted their undivided proportionate 2/7th share out of total land measuring about 8 (eight) cottah 13 (thirteen) Chittack 25 (twenty five) Sq.ft. more or less being Kolkata Municipal Corporation Premises No. 111, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042 to (1) Sri Harsha Nath Paul, son of Late Kanai Lal Paul, (2) Sri Dilip Paul, son of Late Kanai Lal Paul, (3) Jharna Das, daughter of Late Kanai Lal Paul and wife of Sri Meghnath Das (4) Laxmi Paul, wife of Late Sudhir Paul, (5) Biswajit Paul, son of Late Sudhir Paul, (6) Keya Paul, daughter of Late Sudhir Paul, (7) Mousumi Paul, daughter of Late Sudhir Paul and (8) Soma Paul, daughter of Late Sudhir Paul.

4.11 That the aforesaid Deed of Gift was duly registered at Addl. Registrar Assurances I, Kolkata on 9th September, 2005, recorded in book No. I, Volume No. I, Page No. 1 to 22, being No. 15959 for the year 2006.

4.12 At present Harshanath Paul, Haran Chandra Paul, Dilip Paul, Jharna Das, Laxmi Paul, Biswajit Paul, Keya Paul, Mousumi Paul and Soma Paul are the absolute and joint owners of the piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together

with 550 Sq.ft structure more or less property lying and situated at 111, Kumar Para Lane, Ward No. 91, P.S. - Kasba, Kolkata - 700042.

4.13 That the vendors herein by virtue of the final decree for partition in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, jointly mutated their names before the Kolkata Municipal Corporation in respect of the piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less standing thereon comprised of and contained in Touzi No. 1298/2833, Mouza - Godsa, Dag No. 308 and 309, Khatian No.82, Ward No.91, being Kolkata Municipal Corporation being Municipal Premises No.111/1, Kumar Para Lane, P.S. - Kasba, Kolkata - 700042, having Assessee No. 210911003030.

4.14 That now by virtue of the final decree for partition in Title Suit No. 165 of 2008 passed by the Ld. 5th Court of Civil Judge (Sr. Division) at Alipore, South 24-Parganas, it is cleared that :

- (a) Harshanath Paul have undivided proportionate 1/4th share
- (b) Dilip Paul holds undivided proportionate 1/4th share
- and
- (c) Laxmi Paul, Biswajit Paul, Keya Paul, Mousumi Paul and Soma Paul jointly holds undivided proportionate 1/4th share

-over the piece and parcel of land measuring about 6 cottahs 6 chittaks 18 sq.ft. together with 414 sq.ft. tally shaded structure standing thereon lying and situated at 111/1, Kumar Para Lane, Ward No. 91, P.S. - Kasba, Kolkata - 700042.

4.14 Now Harshanath Paul, Dilip Kumar Paul, Laxmi Paul, Biswajit Paul, Keya Paul, Mousumi Paul and Soma Paul, the owners herein are jointly intended to execute this Development Agreement in respect of their undivided proportionate 3/4th share out of the total the piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less which is equivalent to undivided proportionate 6 cottahs 6 chittaks 18 sq.ft. together with 414 sq.ft. tally shaded

structure standing thereon lying and situated at 111/1, Kumar Para Lane, Ward No. 91, P.S. - Kasba, Kolkata - 700042 (hereinafter referred as the "said property" and more particularly mentioned in the First Schedule below) with the Developer herein.

4.15 That at present the Vendors/Owners herein above mentioned have assure the Second Parties that the said Premises is free from all encumbrances, liens, lispensens, attachments, mortgages of any nature whatsoever or howsoever.

4.19 The Vendors/Owners have not entered into any agreement with regard to the said Premises nor shall enter into any agreement with regard to the said Premises with any third party except with the Developer.

4.20 There is no acquisition and/or requisition on the said Premises.

4.21 The Vendors/Owners do hereby indemnify towards the Developer, that in future if some litigations arises in connection to the title of the property or in case in future if it is found that the Vendors/Owners have entered into any agreement with regard to the said premises then the Developer have full power and absolute authority to take necessary legal action and/or steps against the Vendors/Owners and shall have right to claim, compensation and/or damage.

5. DEVELOPER :

The Developer has stated to the Vendors/Owners that it has got reasonable expertise for development of various premises in and around Kolkata either through itself or through its sister concerns and/or by taking financial assistance from the Bank and/or financial institution. The Developer has reasonable expertise and infrastructure and financial capabilities to complete the project and make the same a viable one.

6.0. DEFINITION: in this indenture unless it be contrary or repugnant to the context the following words shall have the following meanings :

6.1. **LAND OWNERS:** (a) SRI HARSHANATH PAUL, son of Late Kanailal Paul, (b) SRI DILIP KUMAR PAUL, son of Late Kanailal Paul, (c) SMT. JHARNA DAS,

daughter of late Kanailal Paul, wife of Sri Meghnath Das, (d) SMT. LAXMI PAUL, wife of Late Sudhir Paul, (e) SRI BISWAJIT PAUL, son of Late Sudhir Paul, (f) SMT. KEYA PAUL, daughter of Late Sudhir Paul, (g) SMT. MOUSUMI PAUL, daughter of Late Sudhir Paul and (h) SMT. SOMA PAUL, daughter of Late Sudhir Paul, all by faith - Hindu, all by nationality - Indian, all residing at 111/1, Kumurpara Lane, Ward No. 91, Police Station - Kasba, Kolkata-700042.

6.2 **DEVELOPER** : SRI AMARJEET SINGH, son of Sri Dharamanth Singh, by faith - Hindu, by occupation - Business, residing at 49/B, Swinhoe Lane, Kolkata - 700042.

6.3. **SAID LAND** : ALL THAT the undivided proportionate 3/4th share out of the total piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less which is equivalent to undivided proportionate 6 cottahs 6 chittaks 18 sq.ft. together with 414 sq.ft. tally shaded structure standing thereon lying and situated at 111/1, Kumar Para Lane, Ward No. 91, Asscessee No. 210911003030, Police Station - Kasba, Kolkata-700042, Dist- South 24-Parganas within the limits of Kolkata Municipal Corporation.

6.4. **PREMISES** : Shall mean the Municipal Premises no. 111/1, Kumurpara Lane, Ward No. 91, Asscessee No. 210911003030, Police Station - Kasba, Kolkata-700042, Dist- South 24-Parganas within the limits of Kolkata Municipal Corporation.

6.5. **BUILDING**: Shall mean proposed multistoried building to be constructed thereon as per sanction plan approved by the Kolkata Municipal Corporation consisting of several self contained flats, shops and car parking spaces.

6.6. **BUILDING PLAN** : Shall mean the proposed multi-storied Building Plan to be submitted before the competent authority and other statutory authority including all modifications or variations therein upon acknowledgement and/or consent between both the parties.

6.7. **SUPPER BUILD UP AREA** : shall mean and include the plinth area of the building measuring at the floor level of the basement of any stories and shall be concluded by inclusion of the thickness internal and external and pillars

including the proportionate space covered by common passages, staircase, landing, proportionate share of the land also included save that if any wall be the common between to separate two portions/flats/rooms then only half of such wall thickness to be included for computing the area of is flat.

6.8. **COMMON PORTION/AREAS** : shall mean and include the common paths, common passage, drive ways, main entrance, common boundary walls, common drains, common sewerage, common lines, common connections, security room, stairs, stair landings and land on all floors, lobbies, Generator room, Pump room Water reservoirs both under ground an and over head, common toilets, ultimate roof of the building, compounds and all other parts and areas of the building to be maintained and enjoyed by all or any of the occupants in common. As mentioned in the Third Schedule.

6.9. **COMMON FACILITIES AND AMENITIES** : Shall include roof and roofs, corridors, hall ways, stair ways, passage way, common lavatories, pump room, tube well, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions maintenance and/or management of the building. As mentioned in the Third Schedule.

6.10. **ASSOCIATION** : Shall mean an association which has formed by the purchasers for the common purpose and having such regulation and bye-laws for the time being as the Owner or Developer may deem fit and proper.

6.11. **UNDIVIDED PROPORTIONATE SHARE**: Shall mean the undivided impartible and indivisible share or interest in the land attributable to the said unit.

6.12. **FLATS** : Shall mean all that the other flats/units/apartments/constructed space of the said building.

6.13. **TRANSFER** : With its grammatical variation shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer for flat/unit multi storied building to the Purchaser.

6.14. **COMMON EXPENCES** : Shall mean and include the proportionate share of cost expenses, and charges for working maintenance, upkeep repair and replacement of the common parts including proportionate share of Corporation Taxes, Property Taxes and other Taxes, and levies relating to or connected with the said building and land there to. As mentioned in the Fourth Schedule.

6.15. **CO-PURCHASERS OR CO-OWNERS** : Shall mean the person or persons with the Vendors/Owners and the Developer agrees to transfer flats by way of conveyance or otherwise undivided interests of land.

6.16. **COMMON EASEMENTS**: Shall mean the easements, quasi easements, rights, privileges and appurtenances appertaining to the said flat for reasonable enjoyment and occupation of the flat and shall also include the reciprocal easements, quasi easements, obligations and dues or like nature of other flat in the said building in or upon such flats.

6.17. **THE PRONOUNCE HE OR SHE** : Shall mean and to be construed to have been used to mean any person or persons male or female, a firm, a company or any other legal entity capable of holding property, if the context so admits in these Indenture.

7. **OBLIGATION, DUTIES, RESPONSIBILITIES AND COVENANTS OF THE OWNERS:**

7.1 The Vendors/Owners have stated that they are the joint Owners in respect of the above the said premises and they shall keep clear right, title and interest over and above the said premises absolutely free till the time development is completed. They shall not encumber the said premises under any circumstances and in any manner whatsoever.

7.2 The Developer is hereby authorized and/or empowered by the Vendors/Owners to enter into various agreements for development and disposal of the Developer's Allocation and the Vendors/Owners shall join as confirming party (if require) in all documents without any objection and/or hindrance.

7.3 The Vendors/Owners shall at the request of the Developer execute and register necessary conveyance in favour of the Developer or its nominee and/or nominees for the Developer's Allocation and/or portion thereof.

7.4 The Vendors/Owners have not entered into any agreement for sale or transfer or development of the said premises with any other person or persons. The Developer shall completed the development project within 36 months from the date obtaining sanction building plan.

7.5 The Vendors/Owners hereby grants exclusive right to the Developer to build up and to exploit commercially the said premises by constructing new building or buildings thereon in accordance with the plan or plans to be sanctioned by the Kolkata Municipal Corporation and/or from any other authority or authorities.

7.6 The Vendors/Owners shall always co-operate with the Developer for smooth development of the said premises and shall not do any act, deed or things whereby the Developer shall be prevented from construction and completion of the new building or buildings or in disposal of the Developer's Allocation nor shall cause any obstruction or interruption in the Developer making or causing to be made such construction of the new building or buildings or in disposal of the Developer's Allocation, nor shall cause any obstruction till the development is completed.

7.7 The Vendors/Owners hereby agreed and covenant with the Developer not to do any acts, deeds or things whereby the Developer may be prevented from selling, assigning and/or disposing the Developer's Allocation or portion thereof.

7.8 The Vendors/Owners shall execute power of attorney/attorneys in favour of the Developer and/or its nominee or nominees for carrying out the development of the said premises and/or all acts relating to and touching with the development project as well as for disposal of the Developer's Allocation by the Developer.

7.9 The Vendors/Owners will sign all papers and documents as may be required for smooth development and disposal of the said premises in terms of

this agreement as and when placed by the Developer and/or as and when the same will be required for statutory compliance without any delay and negligence.

7.10 The Vendors/Owners or her authorized representative shall sign and/or cause to be signed all plans, applications, affidavits, declarations and other documents as may be required for obtaining sanction of the building plan from the Kolkata Municipal Corporation and/or for obtaining sanction from other statutory authorities including one under the Promoter's Act.

7.11 The Vendors/Owners shall sign all documents for disposal of the Developer's Allocation including for extension and registration of conveyance and/or conveyances to the nominee and/or nominees of the Developer for disposal of the Developer's Allocation.

7.12 The Vendors/Owners will not indulge in any activities, which may be detrimental to the development of the said premises and/or may affect the mutual interest of the parties hereto. It will take all steps that may be necessary for successful completion of the development of the said premises and for disposal of the Developer's Allocation to the Developer and/or its nominees.

7.13 The Vendors/Owners hereby agree and covenant with the Developer that the Vendors/Owners shall obtain No Objection Certificate from various authorities as required for sanction of building plan and development of the said premises, provided however, that the Developer shall assist the Vendors/Owners in obtaining such No Objection Certificates and/or clearances.

7.14 The Vendors/Owners hereby declare acknowledge, agree and covenant with the Developer that there are several litigations (both civil and criminal) including local problems were initiated and/or pending in respect of the said property and the Developer herein was solely deal with the aforesaid litigations and/or problems by his own responsibility and cost.

7.15 The Vendors/Owners hereby declare acknowledge, agree and covenant with the Developer that they will cooperate fully with the Developer for making agreeable Smt. Jharna Das the Co-owner of the remaining undivided proportion 1/4th share of the first schedule mentioned property.

7.16 That the Vendors/Owners shall have no objection if the developer borrow loan from any financial institute and/or bank for smooth construction of the proposed multistoried building as per the sanction plan. The Developer shall have right to borrow loan from any financial institute and/or bank by mortgaging the First Schedule mentioned property.

8. **DUTIES, RESPONSIBILITIES AND COVENANTS OF THE DEVELOPER:**

8.1. That the Developer shall obtained the necessary permission and/or clearance (if necessary) for carrying out the proposed construction work of the multistoried building and he is also take necessary steps and/or action for obtaining the sanction building plan from the competent authority of the Kolkata Municipal Corporation.

8.2. The Developer has stated and assured that it has reasonable requisite expertise to develop several premises in and around Kolkata. It has necessary expertise and infrastructure for carrying out the development project for the magnitude of one which is at hand on the said premises.

8.3. The Developer shall ensure maximum commercial exploitation of the said premises to the mutual benefit of the parties as per Kolkata Municipal Corporation Rules & Regulations.

8.4. The Developer shall prepare a plan and will have the same sanctioned from the Kolkata Municipal Corporation availing maximum floor area ratio (FAR) under the given circumstances.

8.5. The Developer shall always act in accordance with law and without breach of any statutory provisions.

8.6. The Developer shall at its own cost and risk construct, erect and complete the new building or buildings at the said premises in accordance with the sanction plan at its own cost and risk with good and standard materials as per specifications to be given by the architect.

8.7. The Developer shall bear all costs for development, construction and erection of the new building in the said premise. The Developer shall install

pump, tube well, water storing tank, overhead reservoir, electric connections, other installations and facilities required to be provided in a commercial multi-storied building at Kolkata having self contained apartment(s) on ownership basis.

8.8. The Developer shall not sell, transfer and/or dispose of the Vendors/Owners allocation under any circumstances SAVE what has been provided in this agreement.

8.9. All allocations, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Vendors/Owners as its own costs and expenses and it shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for exploitation of the said premises.

8.10. The Developer shall be authorized in the name of the Vendors/Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials allocable to the Vendors/Owners for the construction of the building(s) and to similarly apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the new building or buildings and other inputs and facilities required for the construction or enjoyment of the building for which purpose as mentioned hereinabove, the Vendors/Owners shall execute in favour of the Developer, a Power of Attorney and other authorities as shall be required by the Developer.

8.11. The Developer hereby declare acknowledge, agree and covenant that upon full cooperation of the Vendors/Owners, the Developer shall take all necessary steps to negotiate with Smt. Jharna Das, the Co-owner of the remaining undivided proportion 1/4th share of the first schedule mentioned property and the Developer shall try his level best to make agreeable Smt. Jharna Das for development for her remaining undivided proportion 1/4th share of the first schedule mentioned property.

8.12. That it is pertinent to mentioned that after completion of the entire project, the Developer shall hand over the peaceful vacate possession of the Owner's allocation to the Vendors/Owners.

8.13. The Developer shall subject to the terms and conditions of this agreement hand over the Vendors/Owners Allocation in complete and habitable condition duly completed to the Vendors/Owners in time and shall not encumber the Vendors/Owners Allocation, under any circumstances, in any manner whatsoever.

8.14. The Developer hereby agrees and covenants with the Vendors/Owners not to violate or contravene any statutory provisions applicable to the construction and development of the said premises.

8.15. The Developer shall not do any act, deed or things whereby the Vendors/Owners shall be prevented from enjoying, selling, assigning and/or disposing of the Vendors/Owners allocation in the new building or buildings at the said premises.

8.16. That the Developer shall have the right to borrow loan from any financial institute and/or bank by mortgaging the First Schedule mentioned property and the Developer shall have no objection in this regard.

8.17. That the Developer shall have the right to negotiate with the existing tenants and/or occupants lying at the first schedule mentioned property and take all necessary steps and/or action for shifting and/or vacating the existing tenants and/or occupants from the first schedule mentioned property.

8.18. That upon negotiation by the Developer, if any of the tenant(s)/occupant(s) intends to surrender his tenancy/occupancy, then such surrender has to be done on affidavit in favour of the Developer.

9. **ALLOCATION** :

OWNERS' ALLOCATION :

Upon promotion or developing by the Developer of the said premises, the Land owners shall must get the following areas as Owners' Allocation :

9.1 The owners jointly shall get undivided proportionate 3300 Sq.ft. super built up area from the top floor from the Developer as "Owners' Allocation" from the said proposed multistoried building along with undivided proportionate share of the land area of the said premises together with all common areas, common parts, common facilities and common equipments as mentioned in the third schedule below subject to payment of common expenses and common restrictions as mentioned in the fourth schedule and fifth schedule hereinunder written.

9.2 That after obtaining the possession of Owners' Allocation from the Developer, the Owners shall/can mutually or by lottery, partitioned/demarcated their portion according to their respective shares (as stated above in Point No. 2.14 and 4.14) as per their own desire and/or convenience. The Developer shall not intervene and/or any way liable/responsible for this mutual partition in respect of the owners' allocation between the owners.

DEVELOPERS' ALLOCATION:

9.3. The Developers shall get the balance and/or rest saleable area as "Developer's Allocation" along with undivided proportionate share of the land area of the said premises together with all common areas, common parts, common facilities and common equipments as mentioned in the third schedule below subject to payment of common expenses and common restrictions as mentioned in the fourth schedule and fifth schedule hereinunder written.

9.4. That the Developers shall demolish the existing structure standing thereon and shall take all the old building materials.

10. TIME AND COMPLETION:

The Developer shall must complete the development of the said premises within 36 months from the date of obtaining sanctioned building plan from the Kolkata Municipal Corporation and/or any appropriate authority subject to Force Meajure clause written hereinafter. The Developer shall handover the Vendors/Owners allocation within the said period subject to "Force Meajure"

11. MAINTENANCE:

The Developer shall manage and maintain the common services of the building/buildings to be constructed till an association is formed with the help and co-operation of the Developer but at the cost of the allottees to which all the allottees shall be the members irrespective of whether they acquire right, title and interest of the Vendors/Owners Allocation or from the Developer's Allocation and after such association is formed, the common services maintenance and management of the building or buildings shall be managed, controlled and organized by the said association. However, it is made absolutely clear that the Vendors/Owners and the Developer are principally responsible for the payment of maintenance/service charges for their respective allocation. After the association is formed, the Developer shall hand over the maintenance to the association.

12. **VENDORS/OWNERS INDEMNITY:**

The Vendors/Owners hereby undertakes that the Developer shall be entitled to enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or on its part to be observed and performed subject to provisions of this agreement.

13. **DEVELOPER'S INDEMNITY:**

The Developer hereby undertakes that the Vendors/Owners shall be entitled to enjoy its allocated space without any interference and/or disturbance provide the Vendors/Owners performs and fulfils all the terms and conditions herein contained and/or his own part to be observed and performed subject to provisions of this agreement.

14. **CONSEQUENCE OF TERMINATION:**

In the event termination of this agreement the Developer shall cease to have any right for further in respect of the said premises. Similarly, the Vendors/Owners shall not be entitled to deal with, dispose of and/or transfer the possession of the said premises and/or built up area to any third party unless the accounts are settled and the investment made by the Developer are returned with interest @ 15% per annum.

15. **NEGATIVE COVENANTS:**

As and by way of negative covenants the Vendors/Owners has agreed:-

During subsistence of this agreement not to deal with and/or dispose of the said premises to any third party, provided however, that the Developer shall be entitled to enter into an agreement with prospective and/or intending purchasers for selling the Developer's Allocation.

16. **MISCELLANEOUS:**

16.1. The Vendors/Owners and the Developer have entered into this agreement purely as a contract at arms length and on principal to principal basis and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Vendors/Owners or as a joint venture between the parties hereto in any manner nor shall be the parties hereto constitute as an association of persons.

16.2. It is understood that from time to time to facilitate the construction of the new building or buildings by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Vendors/Owners and various applications and other documents may be required to be signed or made by the Vendors/Owners relating to which specific provisions may not have been mentioned herein. The Vendors/Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Vendors/Owners shall execute ALL such additional power of attorney and/or authorities as may be required by the Developer for the purpose of development and all connected matters and the Vendors/Owners also undertakes to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe the rights of the Vendors/Owners and/or go against the spirit of this agreement.

16.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Vendors/Owners of the said premises or any part thereof to the Developer or as creating any right title or interest in respect

thereof in the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof, provided however that the Developer shall be entitled to borrow money from any bank or banks by depositing the title deeds of the said premises or otherwise without creating any financial liability on the Vendors/Owners or affecting their right and interest in the said premise and it being expressly agreed and understood that in no event the Vendors/Owners nor any of his heirs shall be responsible and/or be made liable for payment of any dues of such bank or banks and shall remain indemnified against all actions suits proceedings and costs charges and expenses in respect thereof. The Vendors/Owners hereby authorize the Developer to borrow money from the bank or banks or financial institution by depositing the title deeds or otherwise subject to the terms mentioned hereinabove.

16.4. The Vendors/Owners shall hand over vacant possession of the said premises to the Developer within 7 days from the date of execution of this agreement and the Developer shall be in possession of the said premises until the development is completed.

16.5. Sri Prosenjit Saha, Advocate, High Court Calcutta, Bar Association Room No. 16, Kolkata- 700001 shall act as an Advocate of the development project and all documents including the documents for sale and transfer shall be prepared and finalized by him.

16.6. During subsistence of the agreement, the Vendors/Owners shall not deal with the said premises in any manner whatsoever except for the purposes mentioned herein.

16.7. All deposits for supplies and services except for water and sewerage connection shall be proportionately paid and/or deposited by the Vendors/Owners and/or the Developer and/or their nominees as the case may be.

16.8. The parties hereto shall pay rates and taxes for their respective allocations from the date of obtaining completion certificate from the Kolkata Municipal Corporation and/or any other authorities and/or from, the date(s) such taxes

are payable for the new building or buildings till disposal, thereafter by their nominees.

17. **FORCE MEAJURE:**

Force meajure shall mean and include any war, civil commotion, riots, Government notifications, any statutory notifications, acts of God and/or any order of the Courts and/or any prohibitory order from any Court of Law to which the parties have no control.

18. **WAIVER:**

The failure with or without intent of any party hereto to insist upon the performance of the other on any terms and/or provisions of this agreement in strict conformity with the literal requirements hereto shall not be treated or deemed to constitute a modification of any of the terms and/or provisions hereto nor shall such failure or election be deemed to constitute a waiver of the right of such party at any time whatsoever thereafter to insist upon performance by the other strictly in accordance with any of the terms and/or provisions of the agreement.

19. **NOTICE:**

All notices to be served hereunder by any one of the parties on the other party by registered post/speed post with acknowledgement due card and/or courier service shall be deemed to have been served at the address of the other party mentioned hereinabove irrespective of return of the acknowledgement card. Similarly, any notice to be served through fax shall also be treated as validly served if the fax number of the concerned party is correct. None of the parties shall raise any objection to the service of notice served as aforesaid.

20. **ARBITRATION:**

20.1. The parties raising disputes shall serve a notice to the other party at the address mentioned hereinabove or to its last known address detailing therein the grievances and/or differences and within fifteen days of receiving such notice, there would be a joint meeting between the parties

for amicable settlement of the disputes and/or for meeting the grievances of the concerned parties. In case the disputes cannot be settled in the said meeting or within any mutually extended time then either party could take recourse to arbitration proceedings as mentioned hereinbelow.

- 20.2. All disputes and differences between the parties hereto with regard to interpretation of this agreement and/or for implementation and/or in any way relating to or touching in any manner with this agreement or arising in pursuance thereof shall be referred to arbitration and the said arbitration will be governed by the Arbitration and Conciliation Act, 1996.
- 20.3. The award passed by the Arbitrator/Arbitrators shall be binding upon the parties and both the parties shall accept the award passed by the Arbitrator/Arbitrators.

21. **MODIFICATION OF THE AGREEMENT:**

- 21.1. No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the duly authorized representatives of each of the parties hereto.
- 21.2. Any matter which may come up at any time during the subsistence of this agreement but not covered herein shall be decided mutually and in case the same cannot be decided mutually then the decision of Sri Prosenjit Saha, Advocate, High Court Calcutta, Bar Association Room No. 16, Kolkata- 700 001 in such matters shall be binding upon the parties.

22. **JURISDICTION:**

Only the Courts having territorial jurisdiction over the said premises shall have the jurisdiction in all matters relating to and/or emanating out of this agreement.

THE SCHEDULE ABOVE REFERRED TO

(The said Property)

ALL THAT the undivided proportionate 3/4th share out of the total piece and parcel of land measuring about 8 (Eight) Cottah 8 (Eight) Chittack 23 (Twenty three) Sq.ft. more or less together with 550 Sq.ft structure more or less which is

equivalent to undivided proportionate 6 cottahs 6 chittaks 18 sq.ft. together with 414 sq.ft. tally shaded structure standing thereon lying and situated at 111/1, Kumar Para Lane, Ward No. 91, Assessee No. 210911003030, Police Station - Kasba, Kolkata - 700042, Dist- South 24-Parganas within the limits of Kolkata Municipal Corporation and is butted and bounded by-

- On the North : Land/House of Biswanath Paul.
 On the South : Land of Sumitra Paul.
 On the East : House of Basanta Banerjee.
 On the West : 18 feet wide Kumar Para Lane, Land of Bijon Kr. Paul & Balaram Paul.

THE SECOND SCHEDULE ABOVE REFERRED TO
(ALLOCATION)

OWNERS' ALLOCATION :

Upon promotion or developing by the Developer of the said premises, the Land owners shall must get the following areas:

1. The owners jointly shall get undivided proportionate 3300 Sq.ft. super built up area from the top floor from the Developer as "Owners' Allocation" from the said proposed multistoried building along with undivided proportionate share of the land area of the said premises together with all common areas, common parts, common facilities and common equipments as mentioned in the third schedule below subject to payment of common expenses and common restrictions as mentioned in the fourth schedule and fifth schedule hereinunder written.
2. That after obtaining the possession of Owners' Allocation from the Developer, the Owners shall/can mutually or by lottery, partitioned/demarcated their portion according to their respective shares (as stated above in Point No. 2.14 and 4.14) as per their own desire and/or convenience. The Developer shall not intervene and/or any way liable/responsible for this mutual partition in respect of the owners' allocation between the owners.

DEVELOPERS' ALLOCATION:

3. The Developers shall get the balance and/or rest saleable area as "Developer's Allocation" along with undivided proportionate share of the land area of the said premises together with all common areas, common parts, common facilities and common equipments as mentioned in the third schedule below subject to payment of common expenses and common restrictions as mentioned in the fourth schedule and fifth schedule hereinafter written.
4. That the Developers shall demolish the existing structure standing thereon and shall take all the old building materials with them.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Parts and Equipments)

1. Ultimate top roof of the proposed multi-storied building for common enjoyment of the stair case on all floors, stair case landing on all floors.
2. Common Passage from main road to top floor with stair case landings.
3. Water tank and other plumbing installations and the pump room.
4. Electrical wirings, meters, electrical fittings.
5. Drainage and Sewerage.
6. Boundary wall and the main gate.
7. Lift, Lift well, Lift room, Lift machineries.
8. Such other common passage, portions and other fittings, equipments and fixtures which are being used for the common purposes.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

Cost expenses and outgoings and obligations for which all purchasers, occupiers are to contribute proportionately.

1. The expenses of maintaining repairing, redecorating, renewing the main structure and in particular the drainage, rain water discharge, arrangements, water supply system, supply of electricity to all common areas and parts mentioned in the third and fourth schedule thereto.
2. The expenses of repairing maintaining white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the fourth schedule above written.
3. The cost of cleaning and lighting the entrance of the building the passage and spaces around the building lobby, corridors, staircase and other common areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Restrictions and covenants)

1. Not to use any flat nor permit the same to be used for any illegal or immoral purpose.
2. Not to do or permit to be done any act deed or things which may render void or voidable any policy of insurance of any flat or of the said building or any of the units there at or may cause any increase in the premium payable in respect thereof.
3. Not to throw dirt rubbish or other refuse waster nor permit through into the lavatories cisterns or water or soil pipes in any flat and/or in the common parts of the building.
4. No clothes or other articles shall be hung or exposed outside any flat nor flower box, flower pot or other like object shall be placed outside the any flat nor any animals which may cause annoyance to any owner or occupier of other units comprised in the said building shall be kept in any flat.
5. Not to do or caused to be done any act deed matter or things which may cause any nuisance or annoyance to the owners and/or occupiers of the other units at the said buildings.

6. Not to decorate the exterior of any unit otherwise than in the manner the same has been done by the Developer.
7. Not to store any article or combustible goods in the common parts.
8. Not to carry on in any flat any noisy offensive, illegal or immoral activity.
9. Not to do anything or otherwise alter the exterior of any flat or common parts of the said building in any manner.
10. Not to do anything whereby the owners and/or occupiers of the other units are obstructed in or prevented from enjoyment of their respective units and jointly of the common parts.
11. Not to display or affix any Neon Sign or Sign Board on any outer walls of the building or any part and save and except the place specified.
12. Not to claim any partition or sub partition of the land or any parts and not to partition of any flat by metes and bounds.
13. Not to make any Garden on the roof of the said building.

SPECIFICATION FOR WORK

FOUNDATION

The foundation shall be RCC (1:1:5:3)

PLINTH

Plinth level shall be as per CMC approved plan.

FILLING

Foundation trench and plinth shall be filled up by excavated earth/silver sand etc.

LINTEL & CHAJJA

Lintel and Chajja shall be RCC (1:1:5:3) as per engineer's direction WC

WINDOW

All windows shall be of Steel (Iron) Frame with glass fitted with necessary hardware fittings.

DOOR

All doors shall be of Saal Wood frame with Flash Door finished with Primer paint and with necessary hardware fittings.

SANITARY & PLUMBING

All internal line shall be concealed of GI pipes with necessary fittings. All exterior lines shall be of PVC pipes of approved make and necessary fittings.

FLOORING, SKIRTING & DADO

Entrance lobbies with staircase and landings – Cust-in-Citu.

PAINTING

All MS Grill, internal Doors and windows shall be done with Primer paint. All external walls finished with cement based paints (Snowcem)

TOILETS

All WC with Cistern (C P Connector) One Tap, Mixer of Hot & Cold Water and Telephone Shower, One shower with necessary fittings.

ELECTRIFICATION

All lines shall be canceled with approved ISI marked wires with adequate points in the rooms, with duct for Cable and Telephone line.

ALTERNATIVE

1. The building will be in First class RCC frame and having 8" thick outer wall and 5" thick inner partition wall.
2. All floors will be in RCC with mosaic flooring.
3. Steel windows with integrated grills and flash doors.
4. Plastering of inner walls with Plaster of Paris.
5. Bathroom/Toilets will have complete chinaware fittings, with inner walls fitted with tiles upto 5 feet height.
6. The whole building shall have concealed wiring in PVC pipes and all ISI approved electrical wires and accessories. Every Flat shall have its own independent Electric control panel in there own flat and Meter at one common place as per Electric Supply Department's requirement.
7. Kitchen tabletop will be in Black Stone with tiles dado of 1 feet 6" height, with stone sink.
8. Adequate electrical points will be provided in all rooms including Bathroom and Kitchen.
9. Proper boundary wall and boundary gate will be made.

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

SIGNED SEALED AND DELIVERED
BY VENDORS/OWNERS AND
DEVELOPER AT KOLKATA IN THE
PRESENCE OF :

Harsha Math Paul -
Ha Math Paul

or 37 27 or

WITNESSES :

Keya Paul
Mousumi Paul
Soma Paul

1. Ariana Paul.

111 K. P. Lane.

P.S. Po. - Kasba.
Kolkata - 700042

2. Ranjit Paul

111, Kasba Kumar Para Lane,
Kolkata - 700042
P.O. Kasba
P.S. Kasba

SIGNATURE OF THE
VENDORS/OWNERS

Drafted by me:

Prosenjit Saha.

Prosenjit Saha

Advocate
High Court, Kolkata
Bar Association Room No.16.
Enrolment No. WB1790 of 2003

Thakur Dayal Singh

SIGNATURE OF THE
DEVELOPER

Major Information of the Deed

Deed No.:	I-1603-03892/2016	Date of Registration:	8/16/2016 1:50:35 PM
Query No./Year	1603-1000307007/2016	Office where deed is registered	
Query Date	12/08/2016 12:52:00 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Prosenjit Saha Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9433132848, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 99,26,792/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,030/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kumar Para Lane, , Premises No. 111/1, Ward No: 91

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land (ROR)	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	6 Katha 6 Chatak 18 Sq Ft	9,00,000/-	97,61,792/-	Property is on Road
Grand Total :				10.56Dec	9,00,000 /-	97,61,792 /-	



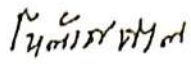
Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	550 Sq Ft.	1,00,000/-	1,65,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 550 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		550 sq ft	1,00,000 /-	1,65,000 /-	



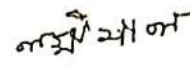
Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger print	Signature
	Shri Harshanath Paul Son of Late Kanailal Paul Executed by: Self, Date of Execution: 16/08/2016 , Admitted by: Self, Date of Admission: 16/08/2016 ,Place : Office			<i>Harshanath Paul</i>
		16/08/2016	LTI 16/08/2016	16/08/2016




111/1, Kumarpara Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. CWZPP3136P, Status :Individual

2	Name	Photo	Fingerprint	Signature
	Shri Dilip Kumar Paul Daugther of Late Kanallal Paul Executed by: Self, Date of Execution: 16/08/2016 , Admitted by: Self, Date of Admission: 16/08/2016 ,Place : Office	 16/08/2016	 LTI 16/08/2016	 16/08/2016



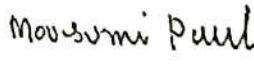
111/1, Kumar Para Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. CWZPP3159E, Status :Individual

3	Name	Photo	Fingerprint	Signature
	Smt Laxmi Paul Wife of Late Sudhir Paul Executed by: Self, Date of Execution: 16/08/2016 , Admitted by: Self, Date of Admission: 16/08/2016 ,Place : Office	 16/08/2016	 LTI 16/08/2016	 16/08/2016



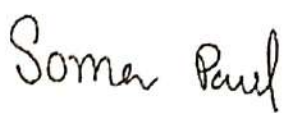
111/1, Kumarpara Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, Form 60/61 supplied, Status :Individual

4	Name	Photo	Fingerprint	Signature
	Smt Keya Paul Daugther of Late Sudhir Paul Executed by: Self, Date of Execution: 16/08/2016 , Admitted by: Self, Date of Admission: 16/08/2016 ,Place : Office	 16/08/2016	 LTI 16/08/2016	 16/08/2016



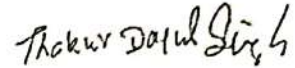
111/1, Kumarpara Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, Form 60/61 supplied, Status :Individual

5	Name	Photo	Fingerprint	Signature
	Smt Mousumi Paul Daugther of Late Sudhir Paul Executed by: Self, Date of Execution: 16/08/2016 , Admitted by: Self, Date of Admission: 16/08/2016 ,Place : Office	 16/08/2016	 LTI 16/08/2016	 16/08/2016

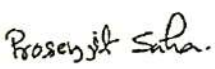
111/1, Kumarpara Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ANWPH0939C, Status :Individual

Name		Photo	Fingerprint	Signature
6	Smt Soma Paul Daughter of Late Sudhir Paul Executed by: Self, Date of Execution: 16/08/2016 , Admitted by: Self, Date of Admission: 16/08/2016 ,Place : Office	 16/08/2016	 LTI 16/08/2016	 16/08/2016
111/1, Kumarpara Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. CCTPP7557G, Status :Individual				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Thakur Dayal Singh Son of Shri Dharamanth Singh Executed by: Self, Date of Execution: 16/08/2016 , Admitted by: Self, Date of Admlsion: 16/08/2016 ,Place : Office	 16/08/2016	 LTI 16/08/2016	 16/08/2016
Son of Shri Dharamanth Singh Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ATCPS3492F, Status :Individual				

Identifier Details :

Name & address	
Mr Prosenjit Saha Son of Late Nitai Pada Saha High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN -700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Harshanath Paul, Shri Dilip Kumar Paul, Smt Laxmi Paul, , Smt Keya Paul, Smt Mousumi Paul, Smt Soma Paul, Shri Thakur Dayal Singh	16/08/2016
	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Harshanath Paul	Shri Thakur Dayal Singh-1.76 Dec
2	Shri Dilip Kumar Paul	Shri Thakur Dayal Singh-1.76 Dec
3	Smt Laxmi Paul	Shri Thakur Dayal Singh-1.76 Dec
4	Smt Keya Paul	Shri Thakur Dayal Singh-1.76 Dec
5	Smt Mousumi Paul	Shri Thakur Dayal Singh-1.76 Dec
6	Smt Soma Paul	Shri Thakur Dayal Singh-1.76 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Harshanath Paul	Shri Thakur Dayal Singh-91.6667 Sq Ft
2	Shri Dilip Kumar Paul	Shri Thakur Dayal Singh-91.6667 Sq Ft
3	Smt Laxmi Paul	Shri Thakur Dayal Singh-91.6667 Sq Ft
4		Shri Thakur Dayal Singh-78.5714 Sq Ft
5	Smt Keya Paul	Shri Thakur Dayal Singh-91.6667 Sq Ft
6	Smt Mousumi Paul	Shri Thakur Dayal Singh-91.6667 Sq Ft
7	Smt Soma Paul	Shri Thakur Dayal Singh-91.6667 Sq Ft

Endorsement For Deed Number : I - 160303892 / 2016

On 12-08-2016

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 99,26,792/-

UK Basu

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

On 16-08-2016

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 13:46 hrs on 16-08-2016, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Thakur Dayal Singh, Claimant.

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

Execution is admitted on 16/08/2016 by 1. Shri Harshanath Paul, Son of Late Kanailal Paul, 111/1, Kumarpara Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Others, 2. Shri Dilip Kumar Paul, Daughter of Late Kanailal Paul, 111/1, Kumar Para Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Others, 3. Smt Laxmi Paul, Wife of Late Sudhir Paul, 111/1, Kumarpara Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Others, 4. Smt Keya Paul, Daughter of Late Sudhir Paul, 111/1, Kumarpara Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Others, 5. Smt Mousumi Paul, Daughter of Late Sudhir Paul, 111/1, Kumarpara Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Others, 6. Smt Soma Paul, Daughter of Late Sudhir Paul, 111/1, Kumarpara Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Others, 7. Shri Thakur Dayal Singh, Son of Shri Dharamanth Singh, 49/B, Swinhoe Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Business

Indetified by Mr Prosenjit Saha, Son of Late Nitai Pada Saha, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 53/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Draft Rs 10,020/-, by Stamp Rs 10/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 055318, Amount: Rs.10/-, Date of Purchase: 22/07/2016, Vendor name: Suranjan Mukherjee

Description of Draft

1. Draft(8554) No: 000427766944, Date: 16/08/2016, Amount: Rs.10,020/-, Bank: STATE BANK OF INDIA (SBI), NEW BALLYGUNGE HALTU

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 118768 to 118810
being No 160303892 for the year 2016.



Digitally signed by UTPAL KUMAR BASU
Date: 2016.08.18 13:22:27 +05:30
Reason: Digital Signing of Deed.

UK Basu

(Utpal Kumar Basu) 18/08/2016 13:22:26
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)